CITY OF KETCHUM, IDAHO



CITY COUNCIL MEETING (REGULAR) - START TIME UPON CONCLUSION OF *SPECIAL JOINT MEETING* WITH KETCHUM URBAN RENEWAL AGENCY AND NO EARLIER THAN

Tuesday, February 20, 2024, 4:15 PM 191 5th Street West, Ketchum, Idaho 83340

AGENDA

PUBLIC PARTICIPATION INFORMATION

Public information on this meeting is posted outside City Hall.

We welcome you to watch Council Meetings via live stream.

You will find this option on our website at www.ketchumidaho.org/meetings.

If you would like to comment on a public hearing agenda item, please select the best option for your participation:

Join us via Zoom (please mute your device until called upon)
 Join the Webinar: https://ketchumidaho-org.zoom.us/j/89376558976
 Webinar ID:893 7655 8976

- Address the Council in person at City Hall.
- Submit your comments in writing at participate@ketchumidaho.org (by noon the day of the meeting)

This agenda is subject to revisions. All revisions will be underlined.

CALL TO ORDER: By Mayor Neil Bradshaw

ROLL CALL: Pursuant to Idaho Code Section 74-204(4), all agenda items are action items, and a vote may be taken on these items.

COMMUNICATIONS FROM MAYOR AND COUNCILORS:

1. Public comments submitted

CONSENT AGENDA:

ALL ACTION ITEMS - The Council is asked to approve the following listed items by a single vote, except for any items that a Councilmember asks to be removed from the Consent Agenda and considered separately.

- 2. Recommendation to approve minutes of February 5, 2024 City Clerk Trent Donat
- 3. Recommendation to approve minutes of *SPECIAL JOINT MEETING* of the Ketchum City Council, Wood River Fire Protection District, West Magic Fire District, Smiley Creek Fire District on February 12, 2024 City Clerk Trent Donat
- 4. Authorization and approval of the payroll register Treasurer Shellie Gallagher

- 5. Authorization and approval of the disbursement of funds from the City's treasury for the payment of bills Treasurer Shellie Gallagher
- 6. Recommendation to receive and file monthly Treasurer's financial report Treasurer Shellie Gallagher
- 7. Recommendation to approve/renew Contract for Services 22831-1A and 22831-1B with Blaine County for Housing Coordination City Administrator Jade Riley
- 8. Recommendation to approve Easement Agreement 24898 for public snow storage and drainage at 201 Garnet Street Senior Planner Abby Rivin
- 9. Recommendation to approve 24064 contract for services with Blaine County Charitable Fund -Housing Director Carissa Connelly
- 10. Recommendation to approve 180 Leadville, LLC, Administrative Appeal of Historic Preservation Commission Determination Scheduling Order and Notice City Attorney Matt Johnson
- 11. Recommendation to approve alcohol beverage license Business & Tax Specialist Kelsie Choma
- 12. Recommendation to approve Task Order Three/Purchase Order 24066 with Jacobs Engineering for 90%-100% design services and conformed drawings for the Main Street Rehabilitation Project Senior Project Manager Ben Whipple

PUBLIC HEARING:

13. Recommendation to hold a public hearing and conduct the third reading of Ordinance 1253, amendments to Title 15 of the Ketchum Municipal Code, and adoption of Ordinance 1253 - Associate Planner Paige Nied

NEW BUSINESS:

- 14. Housing Action Plan update Housing Director Carissa Connelly
- 15. Recommendation to authorize Housing Department to purchase condominium via a charitable sale Housing Fellow Rian Rooney
- 16. Recommendation to authorize Housing Department to release Ownership and Preservation Program Funds for Category Local, appreciation-capped deed restriction condominium sale -Housing Fellow Rian Rooney
- <u>17.</u> Discussion to appoint Council representative to Fire Joint Powers Agreement (JPA) committee Fire Chief Bill McLaughlin

EXECUTIVE SESSION:

18. Pursuant to Idaho Code 74-206(1)(d) - To consider records that are exempt from disclosure.

ADJOURNMENT:

From: H Boyle <Boylehp@yahoo.com>
Sent: Monday, February 5, 2024 4:26 PM

To: Participate

Subject: Public comment on Post Office for Council

Our new Council members seem far more willing to represent their constituents than the old regime in addressing the post office failings.

You have been speaking of this for years and accomplished nothing. It is long past time for you to represent us.

Why can't the City facilitate a suit of the PO? The City should have standing as a PO Box holder, and there is no reason why the City can't lead a class action suit. I'll volunteer to be a lead plaintiff and I'm sure you won't lack any others who would volunteer.

Hiding behind "jurisdiction" is not what we want from our elected officials. We want leadership, representation and action.

Perry Boyle Ketchum

From: Cyn Z <ottozech@hotmail.com>
Sent: Thursday, January 25, 2024 10:38 AM

To: Participate

Subject: Changes to Main Street

Hi,

Thanks for the public forum on the changes in Ketchum to street scape.

I am an owner of a condo along Main Street in South Ketchum.

Regarding bike paths on the highway. WHY? Why encourage highway bike travel at all? We have a great bike path along the river that completely addresses the need for dedicated bike travel into Ketchum and beyond. Bringing bikes along the highway makes no sense, the roadway is already over taxed with large trucks, and vehicles all day long and any extra space surely should be dedicated to sidewalks. Walking paths make sense, more bike access does not.

If a bike dedicated path is in high demand along the highway, the stretch between the Coho Building and downtown is already severely restricted. Moving bikes to Leadville from just north of Coho Building is an easy transition. A basically unused side street (next to the open field and the McCaws' Wagon wheel cottages) connects the highway and Leadville.

Seems a natural place to move bikes to safer territory.

Thanks C Zech Ketchum

From: John Dohn <jdshop555@gmail.com>
Sent: Friday, February 9, 2024 8:25 AM

To: Participate
Subject: Just Sharing

To whom it may concern,

I am writing to you through one of my emails that's mostly designed for junk email in hopes to remain anonymous for now. Please do t be alarmed it's really more for me.

I just wanted to share some of my winters observations to try and shed some light on recurring issues and maybe try and throw out some simple solutions.

As I am sure you're aware the driving habits and hazards this winter have been increasingly apparent and more difficult. It's hard to believe I know, but it's definitely more concerning by the day. Every day I find it more and more challenging to safely navigate our community while witnessing dozens of close calls with other drivers and pedestrians.

Most of the issues come from multiple stop signs, being ignored, speed limits surpassed especially when roads are iced over, pedestrians being nearly run over even on the bike path, passing on double yellow lines while in town etc, etc.

I know our community deputies cannot be everywhere all at once and when they are present they do a great job.

Is it possible to consider traffic cameras, or blinking stop signs? Maybe discuss better signage to indicate traffic patterns? Maybe more or any DUI stops? Something to help?

Maybe it's just the ski traffic and late night apres. But it still doesn't provide myself and my family with any comfort any time we have to go to or through town.

For instance last evening coming home down warm springs road, I witnessed an individual run the stop sign by the Y, narrowly missing oncoming traffic, and again at the Ski Way intersection even though someone apparently put another stop sign in place to assist?

And when driving through Ketchum down Sun Valley Road, heading west to east, not a single intersection that crosses the road from North to South was safe from multiple vehicles blowing right through stop signs at high rates of speed.

Are we seeing an increased in new drivers? More out of state drivers? More distracted drivers? More drunk or under some influence drivers?

Also time of day seems to directly effect the percentages of down right unlawful driving habits. From 7-9 a.m and again between 530 and 730 p.m. So that's great? Is it a local resident issue or out of town worker issue?

This may seem like a lot or maybe just a rant. But if you live in the valley you've had to notice the increase in both full time residence and visitors? And our infrastructure is tapped.

I guess I'm not looking for any answers at this time, I just wanted to share some concerns about driving in the valley, and to also say thank you for being there to support the community.

This is a great place to live, recreate and be a part of a great community.

Thank you for all you do, and please help where possible.

Thanks

From: HP Boyle <boylehp@yahoo.com>
Sent: Thursday, February 8, 2024 5:19 PM

To: Participate

Cc: Scott Lewis external

Subject: PUBLIC COMMENT for City Council

It looks like lease-to-locals has become a successful program. At roughly \$3,000 per year per person housed, it seems like the most cost-effective way the Council has funded affordable housing to date. I hope you will give locals Esther Williams and Halsey Pierce credit for bringing this proposal to the Council in 2020. I would think that some people might object to housing locals in Sun Valley. If they work in Ketchum, isn't the point of the Housing Action Plan to address the workforce housing situation for Ketchum workers? It does beg several questions.

- 1. why limit this to SV and Ketchum if it seems to work? Why not expand to Hailey and Bellevue? If a Ketchum local worker would be happy living down the valley, why isn't that also a good option?
- 2. why aren't Ketchum employers participating in funding this program? It seems cheap—\$3k a year to get your worker housing. What does the Council plan to do about creating employer partnerships?
- 3. Is any of this "corporate welfare?" Are we housing employees of corporations who could easily afford to pay for this program?
- 4. The big question: **How does Ketchum define "local?"** Are we paying Ketchum taxpayer money to house Ketchum workers, or **are we paying to house people wh work outside of Ketchum**? If we are, why does that make sense as a solution to the Ketchum workforce housing shortage?

The in-lieu of fee is a bad idea and should be eliminated, and I know I am not alone in that thought. \$550 is a made-up number, and it goes into a pot that can take years to create housing. We get housing faster if you eliminate the fee and require the housing. Why wouldn't that be the priority? It would also address the community's increasing pushback on the massive buildings you subsidize for income-restricted housing. Why ghettoize the units when you can distribute them throughout the community?

Thank you,

Perry Boyle Ketchum

Begin forwarded message:

From: City of Ketchum <housing@ketchumidaho.org>

Subject: Housing Matters Newsletter January and February 2024

Date: February 8, 2024 at 3:59:24 PM MST

To: <boylehp@yahoo.com>

Reply-To: City of Ketchum < housing@ketchumidaho.org>



Housing Matters Update | January and February 2024

January 24th Point-in-Time (PIT) Count

A Point-in-Time Count is an unduplicated count on a single night of the people in a community who are experiencing homelessness. The count informs decision-making on housing efforts and determines level of federal funding available for E County. Blaine County will be conducting a PIT count during the week of January 25th-31st. During this window service proving the community, including The Hunger Coalition, the Advocates, St. Luke's Center for Community Health and BCHA, will be administering surveys asking participants where they slept the night of January 24th. The PIT count is coordinated at the state level by the Idaho Housing and Finance Association, and administered at the regional level by our Continuum of Care.

At the local level, the PIT Count helps communities plan services and programs to appropriately address local needs, meas progress and identify strengths and gaps in our current homelessness assistance system. Blaine County first conducted a F count in January 2023, at which point we counted 139 individuals: 14 unsheltered and 125 in shelter or transitional housing.

Region 4 Homelessness Count 2023
The Mark of the State of State

PROGRAM UPDATES

Ownership and Preservation Program Launch January 24.

The City of Ketchum Housing Department is launching the Ownership and Preservation Program (OPP) pilot, previously apply the Ketchum City Council in 2023. The Program provides a financial incentive to existing local homeowners or to locals seeking homeownership in Ketchum in exchange for recording a deed restriction on their home, **which limits resale to a local** The OPP is modeled on and adapted from similar deed restriction purchase programs in mountain resort communities, included Vail InDEED program, Live Park City, and Jackson/Teton County's Preservation Program.

Specifics of the program:

• The City will provide 15-30% of the home's value for the deed restriction.

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- The locals-only deed restriction does not have an income limit but requires at least one member of the household to full-time for one or more Blaine County businesses or qualify for an exception.
- There are no restrictions on how program funds are used, but they may be used by new buyers to assist with down payment and closing costs.

Locals interested in participating in the program will be able to apply via the Ownership and Preservation Program application through the Blaine County Housing Authority. To learn more about the OPP, visit Ketchum's Housing Matters webpage. To apply, Click here.

Lease to Locals houses 45 people since open to Sun Valley homes.

These Lease to Locals grants provide a financial incentive for property owners to transition their home for local rental use.

- 23 homes 18 in Ketchum and 5 in Sun Valley have been opened for local-use.
- 41 bedrooms are now open for locals and 45 local people are housed.
- The average rent per bedroom is \$1,250, a drop from \$1,364 since Ketchum imposed a rent cap.
- \$159,000 in grants have been committed to the program by Ketchum City Council.
- Of the 23 homes unlocked so far, 30% were used as an empty vacation home, 30% as a primary residence, 22% as short-term rental, and 18% were recently purchased.
- Find out how to participate <u>here</u>.

The Landlord-Tenant Mediation Program improves housing stability for 25 people.

The Housing Mediation Project is a free mediation program that provides Blaine County landlords and tenants with an avenues resolving housing-related issues without filing an eviction with the court. It is available to landlords considering filing for evic and tenants facing eviction.

4 local residents were able to renew their lease, 5 did not have a potential eviction filed, and 13 were able to extend their lease terms all due to third-party mediation provided by Neuromediation Group. The extended lease terms ranged from 6 days to months, providing more time for the tenant to find alternative housing. Payment plans were agreed upon for three of the ten enabling the lease extension. Learn more here.

Updated In-Lieu in effect

As of January 1, 2024, Ketchum's Community Housing In-Lieu Fee for the Floor Area Ratio Exceedance Program has incre from \$450/square foot to \$550/square foot. This density bonus program allows developers to exceed the base floor area allows zoning on a property if some of the additional floor area is dedicated to community housing. This community housing por may be developed on-site as part of the development, or an in-lieu fee may be paid. The in-lieu fee is intended to be update annually. Complete planning applications submitted prior to January 1, 2024 are vested under the \$450/sf fee.

PRO Housing Grant Status Update

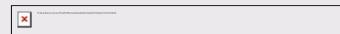
The results of our PRO Housing Grant submission are still anticipated, and an update will be provided when received.

INTERESTING READS

"Demystifying Development Math" by the Terner Center for Housing Innovation at UC Berkeley provides a tool explains the reasoning behind housing development decisions to non-developers. The finances required for development why in destination communities like ours, new housing is more attainable for households seeking shomes, to short-term rent, and retirees and remote workers who can afford the high-end rent. So, when housing development might be feasible but won't be occupied by people who live and work in Blaine County.

"Mountain towns are trying all sorts of solutions to the housing crisis" by High Country News, December 22, 20, summarizes findings and trends from the Colorado Association of Ski Towns (CAST) 2023 Workforce Housing Report. Ketchum, Jackson, Mammoth Lakes, Park City, and Whistler participated. At a high level, key findings a market will not save us, (2) no one wants to be like Aspen — except for the fact that 37% of their housing is restributed occupancy, and (3) with no single solution, towns are getting creative.

Blaine County Housing Authority Update



BCHA and BCCF to Host upcoming BAH Event

Join hosts <u>Blaine County Charitable Fund</u> and <u>Blaine County Housing Authority</u>, along with members from the <u>Blaine County Mediation Project</u> at their new offices in the Meriwether Building (same building as JAVA), 111 North 1st Avenue, Suite 2J in Hailey on Thursday, February 15, 5-7 PM for The Chamber's next Business After Hours (BAH) networking event. Enjoy food Café Della sponsored by Blaine County Title, beverages from Sawtooth Brewery and get to know your colleagues around the valley better while learning more about the people and programs working to develop community housing solutions in the community!

BCHA to depart Housing Matters newsletter

For updates, opportunities and news, BCHA will be publishing a quarterly newsletter, no longer included in the Ketchum Hol Matters Newsletter. As a farewell, BCHA wanted to send out a special thank you to supporters, and friends including, but no limited to:

Donors:

Blaine County
City of Ketchum
Idaho Housing & Finance Association
A generous anonymous donor by Fidelity Charitable
Mountain West Bank
Spur Foundation
BCT Title Company

Partners:

Blaine County Charitable Foundation
The Advocates

Hunger Coalition St. Luke's Center for Community Health BearRock Investments, LLC DL Evans Bank

Community Resources:

Heather Wesley

Anita Northwood

Anna Mathieu

Sarah Michael

Sunny Shaw

Aaron Heugly

Ketchum Supporters:

Ketchum Finance Department

Trent Donat

Suzanne McCollum

Daniel Hansen

Blaine County Housing Authority Liaisons:

Muffy Davis

Lisa Horowitz

Tripp Hutchinson

Jane Conard

Special Thanks to Blaine County Housing Authority Board of Commissioners:

Keith Perry

Sarah Seppa

Nate Hart

Mason Frederickson

Jenni Rangle

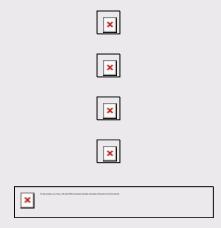
Ana Torres

If you are interested in joining the BCHA newsletter, a link to join the mailing list will be provided in subsequent Housing Manewsletters.

Thank you!

Stay in the Loop

ProjectKetchum.org



City of Ketchum

PO Box 2315 | Ketchum, Idaho | 83340 208.726.3841 | ProjectKetchum.org

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City of Ketchum · 191 5th Street West · Ketchum, ID 83340 · USA



CITY OF KETCHUM MEETING MINUTES OF THE CITY COUNCIL

Monday, February 5, 2024

CALL TO ORDER: (00:00:15 in video)

Mayor Bradshaw called the meeting of the Ketchum City Council to order at 4:00 p.m.

ROLL CALL:

Mayor Neil Bradshaw Spencer Cordovano Tripp Hutchinson Amanda Breen Courtney Hamilton

ALSO PRESENT:

Jade Riley—City Administrator
Trent Donat—City Clerk & Business Manager
Kelsie Choma—Business License and Tax Specialist
Ben Whipple—Senior Project Manager
Morgan Landers—Planning and Building Director
Abby Rivin—Senor Planner
Adam Crutcher—Associate Planner
Paige Nied—Associate Planner
Shannon Ferraro—Ketchum Postmaster
Matt Johnson—City Attorney (via teleconference)
Tim Nicholson—Kimley Horn (via teleconference)

COMMUNICATIONS FROM MAYOR AND COUNCIL:

- Spencer Cordovano reminded everyone to check the avalanche report and to ski safely. (00:00:45 in video)
- Courtney Hamilton thanked everyone who facilitated and worked on the Boulder Mountain Tour. (00:00:58 in video)
- Neil Bradshaw reminded everyone of the open houses for Main Street February 15 and 16; also, to fill
 out the surveys that have been mailed out for public feedback for the comprehensive plan and code
 update. (00:01:25 in video)
- Discussion regarding Ketchum Post Office Operations.
 Presented by: Neil Bradshaw and Amanda Breen (00:01:56 in video)
 Joined by: Shannon Ferraro (00:08:41 in video)

Questions, Comments, and discussion by council. (00:10:11 in video)

PUBLIC COMMENT:

1. Ananda Kriya (00:19:59 in video)

CONSENT AGENDA:

Spencer Cordovano recused himself from item #11.

Motion to approve consent agenda item #11. (00:22:35 in video)

MOVER: Amanda Breen

SECONDER: Courtney Hamilton

AYES: Amanda Breen, Tripp Hutchinson, Courtney Hamilton

RECUSED: Spencer Cordovano

RESULT: ADOPTED

Motion to approve consent agenda items #3 - #12 excluding #11. (00:23:00 in video)

MOVER: Courtney Hamilton **SECONDER:** Tripp Hutchinson

AYES: Spencer Cordovano, Amanda Breen, Tripp Hutchinson, Courtney Hamilton

RESULT: ADOPTED UNANIMOUS

PUBLIC HEARING:

13. Recommendation to hold a public hearing and conduct the second reading of Ordinance 1253, amendments to Title 15 of the Ketchum Municipal Code. (00:23:18 in video)

Presented by: Paige Nied

Questions, comments, and discussion by council. (00:08:03 in video)

Public Comment Open: (00:23:47 in video)

none

Public Comment Closed: (00:24:08 in video)

Questions, comments, and discussion by council. (00:24:40 in video)

Motion to approve the second reading of Ordinance 1253 by title only. (00:33:09 in video)

MOVER: Courtney Hamilton **SECONDER:** Amanda Breen

AYES: Amanda Breen, Courtney Hamilton **NAYS:** Spencer Cordovano, Tripp Hutchinson **TIE BREAKER:** Neil Bradshaw voted in favor.

RESULT: ADOPTED

First reading of Ordinance 1253 by Trent Donat by title only. (00:33:38 in video)

NEW BUSINESS:

14. Recommendation to approve contract 24063 with Kimley Horn to complete Street Conditions Assessment and Maintenance Management Plan.

Presented by: Ben Whipple (00:34:25 in video)

Questions, comments, and discussion by Council (00:36:54 in video)

• Tim Nicholson joined the discussion (00:37:27 in video)

Motion to approve contract 24063 to approve Kimley Horn to conduct a streets conditions analysis and formulate a pavement management program for non-residential Ketchum streets. (01:00:47 in video)

MOVER: Courtney Hamilton **SECONDER:** Spencer Cordovano

AYES: Amanda Breen, Courtney Hamilton, Tripp Hutchinson, Spencer Cordovano

RESULT: ADOPTED UNANIMOUS

15. Review draft 2024 City Work Plan. Presented by: Jade Riley (01:01:11 in video)

Questions, comments, and discussion by Council (01:14:53 in video)

Morgan Landers joined the discussion (01:18:52 in video)

EXECUTIVE SESSION:

16. Pursuant to Idaho Code 74-206(1)(c)(f) To acquire an interest in real property not owned by a public agency and pending litigation. (01:00:00 in video)

Motion to move into Executive Session. (01:38:00 in video)

MOVER: Spencer Cordovano **SECONDER:** Amanda Breen

AYES: Amanda Breen, Courtney Hamilton, Tripp Hutchinson, Spencer Cordovano

RESULT: ADOPTED UNANIMOUS

ADJOURNMENT:

Motion to adjourn. (01:38:39 in video)

MOVER: Spencer Cordovano **SECONDER:** Courtney Hamilton

AYES: Spencer Cordovano, Tripp Hutchinson, Amanda Breen, Courtney Hamilton

RESULT: UNANIMOUS

	Neil Bradshaw, Mayor
TTEST:	



CITY OF KETCHUM SPECIAL JOINT MEETING MINUTES OF THE CITY COUNCIL WOOD RIVER FIRE PROTECTION, WEST MAGIC & SMILEY CREEK FIRE DISTRICTS

Monday, February 12, 2024

CALL TO ORDER: (00:00:11 in video)

Mayor Bradshaw called the meeting of the Ketchum City Council to order at 4:00 p.m.

ROLL CALL:

Mayor Neil Bradshaw Spencer Cordovano Tripp Hutchinson Amanda Breen Courtney Hamilton

Dennis Kavanagh—Commissioner Wood River Fire Protection District Jay Bailet—Commissioner Wood River Fire Protection District Don Hartman—Fire Chief West Magic Fire District Stacy McLaughlin—Commissioner West Magic Fire District Rebecca Rusch—District Commissioner Smiley Creek Fire District

Steve Garman (via Teleconference)

ALSO PRESENT:

Jade Riley—City Administrator
Trent Donat—City Clerk & Business Manager
Matt Johnson—City Attorney (via teleconference)
Muffy Davis—Blaine County Commissioner (via teleconference)
Angenie McCleary - Blaine County Commissioner (via teleconference)

PUBLIC HEARING:

4. Presentation and discussion of DRAFT Joint Powers agreement (JPA) WITH Wood River Fire Protection District, West Magic Fire District, and Smiley Creek Fire District.

Presented by: Chief Bill McLaughlin (00:02:45 in video)

Comments by Mayor Bradshaw (00:25:20 in video)

Presented by: Chief Ron Bateman (00:27:34 in video)

Questions, comments, and discussion by council. (00:08:03 in video)

Public Comment Open: (00:40:24 in video)

Lara McClean— KFD Sr. Lieutenant EMS Training Officer President for Local 3426 (00:40:35 in video)

Miles Canfield—KFD Captain-Paramedic (00:42:58 in video) Tom McClean—Retired KFD Fire Captain (00:43:27 in video)

Anjenie McCleary—Vice Chair Blaine County Commissioner (00:45:23 in video)

Sean Dumke—KFD Paramedic and Engineer (00:48:21 in video) Muffy Davis—Blaine County Commissioner (00:49:40 in video)

Public Comment Closed: (00:51:49 in video)

Comments by district chiefs and commissioners.

Rebecca Rusch (00:51:43 in video)
Don Hartman (00:55:27 in video)
Stacey McLaughlin (00:57:58 in video)
Jay Bailet (01:03:17 in video)
Dennis Kavanagh (01:04:59 in video)

Trent Donat, City Clerk

Questions, comments, and discussion by council, district chiefs and commissioners. (01:05:36 in video)

ADJOURNMENT:	
Motion to adjourn. (01:37:46 in video)	
MOVER: Courtney Hamilton	
SECONDER: Amanda Breen	
AYES: Spencer Cordovano, Tripp Hutchinson, Amanda Breen, Courtney Hamilt	on
RESULT: UNANIMOUS	
	Neil Bradshaw, Mayor
ATTEST:	
Alley.	

Report dates: 2/5/2024-2/15/2024

Report Criteria:

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

[Report].GL Account Number = "0110000000"-"9700000000","9910000000"-"9911810000"

Invoice Detail.Voided = No,Yes

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
GENERAL FUND					
1-2175-9000 P/R DEDUC PBLEM	IP CAF FSA-DC				
NBS-NATIONAL BENEFIT SERVI	CP371193	JANUARY 2024 FSA PYE TOTAL	618.78		0
NBS-NATIONAL BENEFIT SERVI	CP371193	DECEMBER 2023 PYE TOTAL	1,095.03		0
1-2300-0000 DEPOSITS-PARKS &					
PARSONS-BROWN, NANCY	020124	SECURITY DEPOSIT REFUND	200.00		0
1-3700-2010 RENT-PARK RESERV					
PARSONS-BROWN, NANCY	020124	ICE RINK USE REFUND	150.00		0
1-3700-3600 REFUNDS & REIMBU					_
BARITEAU, JACK E	020624	IMPACT & WATER FEE REFUND FROM 2018 FOR ORIGINAL HOTEL PROJECT	168,412.19		0
Total:			170,476.00		
EGISLATIVE & EXECUTIVE					
1-4110-2505 HEALTH REIMBURS	EMENT ACCT(HI	RA)			
NBS-NATIONAL BENEFIT SERVI	CP371193	HRA CAFETERIA PLAN JAN 2024	.00		0
Total LEGISLATIVE & EXECUT	ΓIVE:		.00		
ADMINISTRATIVE SERVICES					
1-4150-2505 HEALTH REIMBURS	SEMENT ACCT(H	RA)			
NBS-NATIONAL BENEFIT SERVI	CP371193	HRA CAFETERIA PLAN JAN 2024	.00		0
1-4150-3100 OFFICE SUPPLIES &					
GEM STATE PAPER & SUPPLY	1113442	TISSUE SOAP COFFEE CREAMER	131.64		0
JS BANK	4026 012524	DINNER NAPKINS	56.89		0
1-4150-4200 PROFESSIONAL SER					
CINTAS	4182712727	SHOP TOWELS, BLACK MATS	40.99		0
KETCHUM COMPUTERS, INC.	20190	ADMINISTRATION	10,543.50		0
WESTERN RECORDS DESTRUCT	0684817	JAN 2024 SERVICE	134.00		0

Page: 1

Feb 15, 2024 07:57PM

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
BEST DAY HR	45331	TRAVEL	278.34		0
BEST DAY HR	45331	HANDBOOK PROJECT	1,006.25		0
BEST DAY HR	45331	EMPLOYEE HR PROFESSIONAL SERVICES	7,437.50		0
SPEED GOAT TECHNOLOGY LLC	2230111	ONSITE TECH & SECURITY UPDATES	1,620.00		0
NICOLE SNYDER INTERIORS	300580	INTERIOR DESIGN SERVICES OCTOBER 2023	1,897.50		0
01-4150-4800 DUES, SUBSCRIPTIO	NS & MEMBERS	н			
US BANK	2745 012524	TRELLO.COM SUBSCRIPTION	112.50		0
01-4150-4900 PERSONNEL TRAINI	NG/TRAVEL/MT	G			
US BANK	4026 012524	ASSOCIATION OF IDAHO CITIES - CCDC LUNCHEON TRIPP HITCHINSON	50.00		0
US BANK	4026 012524	ASSOCIATION OF IDAHO CITIES - JAN 2024 CONFERENCE	125.00		0
01-4150-4902 TRAINNG/TRVL/MTC	G-CITY ADM/ASS	Т			
US BANK	2745 012524	ASSOCIATION OF IDAHO CITIES MEETING ATTENDANCE	50.00		0
01-4150-5100 TELEPHONE & COM	MUNICATIONS				
SYRINGA NETWORKS, LLC	23DEC0310	CITY HALL	1,600.00		0
SYRINGA NETWORKS, LLC	24FEB0322	CITY HALL	1,600.00		0
SYRINGA NETWORKS, LLC	24JAN0313	CITY HALL	1,600.00		0
US BANK	5030 012524	8X8 PHONE SUBSCRIPTION	1,214.32		0
COX BUSINESS	0012401047131	0012401047131901 012524	81.99		0
LUMEN	672810581	74754376 012424	.75		0
01-4150-5110 COMPUTER NETWO					
CDW GOVERNMENT, INC.	NX52479	ACROBAT RENEWAL AND CREATIVE CLOUD	1,220.13		0
CDW GOVERNMENT, INC.	PK23611	ACROBAT RENEWAL AND CREATIVE CLOUD	2,606.59		0
CDW GOVERNMENT, INC.	PL29744	BIT DEFENDER RENEWAL & PATCH MANAGEMENT	2,200.00		0
INTEGRATED TECHNOLOGIES	227015	CITY HALL	410.32		0
INTEGRATED TECHNOLOGIES	229718	CITY HALL	395.63		0
KETCHUM COMPUTERS, INC.	20190	ADMINISTRATION HARDWARE	3,466.80		0
US BANK	4026 012524	WASABI HOT CLOUD STORAGE	38.24		0
US BANK	5030 012524	MICROSOFT SUBSCRIPTION	49.57-		0
US BANK	5030 012524	MAILCHIMP SUBSCRIPTION	260.00		0
US BANK	5030 012524	MICROSOFT SUBSCRIPTION	50.76-		0
US BANK	5030 012524	MICROSOFT SUBSCRIPTION	4.92		0
US BANK	5030 012524	ZOOM SUBSCRIPTION	158.00		0
LEAF	16037040	100-6877711-001 020624	833.10		0

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number	
01-4150-5150 COMMUNICATIONS						
US BANK	6235 012524	YOUTUBE PREMIUM SUBSCRIPTION	13.99		0	
US BANK	6235 012524	LATER.COM SUBSCRIPTION	15.00		0	
SNEE, MOLLY	2401	MONTHLY RETAINER RATE	5,000.00		0	
01-4150-5200 UTILITIES						
IDAHO POWER	2206452274 01	2206452274 012324	301.30		0	
IDAHO POWER	2224128120 01	2224128120 012324	992.90		0	
01-4150-6500 CONTRACTS FOR SE	RVICES					
ENOURATO, LISA	101	CIP SUPPORT - JAN 2024	552.50	24052	0	
01-4150-6510 COMPUTER SERVICE	ES					
CASELLE, INC.	130722	Contract & Siupport Maintenance for March 2024	3,465.00		0	
Total ADMINISTRATIVE SERVI	CES:		51,415.26			
LEGAL						
01-4160-4270 CITY PROSECUTOR	120207	M. II. D D	2 002 22		0	
ALLINGTON, ESQ., FREDERICK	120307	Monthly Prosecutor Payment	3,883.33		0	
Total LEGAL:			3,883.33			
PLANNING & BUILDING						
01-4170-2505 HEALTH REIMBURS	EMENT ACCT(H	RA)				
NBS-NATIONAL BENEFIT SERVI	CP371193	HRA CAFETERIA PLAN JAN 2024	.00		0	
01-4170-3100 OFFICE SUPPLIES &	POSTAGE					
BUSINESS AS USUAL INC.	164896	AVERY 5144 LABELS	4.50		0	
COPY & PRINT, L.L.C.	2202	ASTROBRIGHTS PAPER CARDSTOCK VULCAN GREEN	30.30		0	
01-4170-3200 OPERATING SUPPLIE	ES					
US BANK	0172 012524	WRAP CITY - LUNCH FOR CODE ADVISORY GROUP	111.87		0	
US BANK	0172 012524	TRELLO.COM SUBSCRIPTION	12.50		0	
US BANK	0172 012524	WRAP CITY LUNCH FOR CITIZENS ADVISORY COMMITTEE 1/17/24	206.54		0	
US BANK	0172 012524	BIGWOOD BREAD - TRAINING W/ WILLIAMS	90.34		0	

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number	
US BANK	0172 012524	BIGWOOD BREAD - TRAINING W/ MIKE DOTY ASSOCIATES	132.75		0	
1-4170-4200 PROFESSIONAL SERV	VICES					
CLARION ASSOCIATES LLC	9610	TASK ORDER 2: CONSULTING SERVICES, COMPREHENSIVE PLAN & CODE UPDATE PROJECT- PHASE 2	6,901.21	24039	0	
CLARION ASSOCIATES LLC	9611	TASK ORDER 2: CONSULTING SERVICES, COMPREHENSIVE PLAN & CODE UPDATE PROJECT- PHASE 2	8,148.33	24039	0	
KETCHUM COMPUTERS, INC.	20190	PLANNING & BUILDING	1,021.50		0	
MATTISON, ROBYN	2024.01	ENGINEERING SERVICES JANUARY 2024	4,727.50		0	
JACOBS ENGINEERING GROUP, I	D3736801-009	SUPPLEMENTAL STAFFING SUPPORT	1,365.00	23078	0	
1-4170-4400 ADVERTISING & LEG	SAL PUBLICATION)				
COPY CENTER LLC	3100	PUBLIC NOTICE MAILERS	91.70		0	
1-4170-4900 PERSONNEL TRAININ	NG/TRAVEL/MT	G				
US BANK	0172 012524	2024 IDABO EDUCATION INSTITUTE REGISTRATION - HEATHER NICOLAI	300.00		0	
Total PLANNING & BUILDING:			23,144.04			
ON-DEPARTMENTAL						
1-4193-9910 MERIT/COMPENSATI	ON ADJUSTME	NTS				
US BANK	2745 012524	REI GIFT CARD	100.00		0	
US BANK	9529 012524	HAILEY CHAMBER OF COMMERCE	1,030.00		0	
1-4193-9930 GENERAL FUND OP. (CONTINGENCY					
NBS-NATIONAL BENEFIT SERVI	974939	CAFETERIA PLAN DEBIT CARD FEES	1,242.00		0	
US BANK	4026 012524	UPLIFT DESK	1,024.00		0	
US BANK	4026 012524	GET ACTV	78.79		0	
ACRISURE	830337	STRATEGIC ASSESSMENT OF EMPLOYEE BENEFIT PROGRAM	1,875.00	23111	0	
Total NON-DEPARTMENTAL:			5,349.79			
ACILITY MAINTENANCE						
1-4194-2505 HEALTH REIMBURSE	MENT ACCTOR	D A \				

		report dates 2/2/2/2 / 2/10				100 10, 202 : 07.07
Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number	
01-4194-3200 OPERATING SUPPL	IES					
A.C. HOUSTON LUMBER CO.	2402-696084	COMPRESSION UNION & WINTER HAWK HEALOK SYNTHETIC LEATHER	35.98		0	
01-4194-4200 PROFESSIONAL SEI	RVICES					
INTEGRATED TECHNOLOGIES	227015	FACILITIES	13.59		0	
INTEGRATED TECHNOLOGIES	229718	FACILITIES	15.38		0	
KETCHUM COMPUTERS, INC.	20190	FACILITY MAINTENANCE	148.50		0	
01-4194-4900 PERSONNEL TRAIN	ING/TRAVEL/MT	\mathbf{G}				
US BANK	9988 012524	HAMPTON INN BOISE STAY - JUERG	606.96		0	
01-4194-5200 UTILITIES						
CLEAR CREEK DISPOSAL	0001692238	0001692238 012624 & 123123	608.25		0	
IDAHO POWER	2201272487 01	2201272487 012324	203.63		0	
IDAHO POWER	2203538992 01	2203538992 012324	71.97		0	
INTERMOUNTAIN GAS	32649330001 0	130 S 1 AVE	15.45		0	
INTERMOUNTAIN GAS	44919030005 0	44919030005 012524	55.40		0	
INTERMOUNTAIN GAS	65669030002 0	65669030002 012524	22.21		0	
INTERMOUNTAIN GAS	76053745030 0	76053745030 012524	806.95		0	
01-4194-5300 CUSTODIAL & CLEA	ANING SERVICES	•				
WESTERN BUILIDNG MAINTEN	0142650-IN	Monthly Janitorial Service - JAN 24	4,637.00		0	
01-4194-5900 REPAIR & MAINTE	NANCE-BUILDING	GS				
BRENNAN'S CARPET	40176	TILES CARPET REMOVAL ADHEVSIVE	2,648.00		0	
DIVISION OF OCCUPATIONAL	H002270-2024	ANNUAL FEE FOR CITY HALL ELEVATOR	125.00		0	
01-4194-5910 REPAIR & MAINT-49	91 SV ROAD					
CINTAS	4181220486	BLACK MATS	28.53		0	
CINTAS	4181905184	BLACK MATS	28.53		0	
CINTAS	4182712743	BLACK MATS	28.53		0	
CLEAR CREEK DISPOSAL	0001692239	958891 012624 - DEC 23 & JAN 24	3,447.66		0	
GEM STATE PAPER & SUPPLY	1112704	TOILET SEAT COVER & COMPACT CORELESS TISSUE	427.05		0	
IDAHO POWER	2202522062 01	2202522062 012324	509.29		0	
INTERMOUNTAIN GAS		17499804809 012524	505.60		0	
COX BUSINESS	0012401034971	0012401034971402 012224	143.00		0	
01-4194-5950 REPAIR & MAINT-W	VARM SPRINGS PI	R				
CLEAR CREEK DISPOSAL	0001692237	0001692237 012624 & 123123	466.82		0	

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		Report dates. 2/3/2024-2/				100 13, 2024 07.3
Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number	
Total POLICE:			158,421.78			
FIRE & RESCUE						
01-4230-2505 HEALTH REIMBURS	,	RA)				
NBS-NATIONAL BENEFIT SERVI	CP371193	HRA CAFETERIA PLAN JAN 2024	940.00		0	
01-4230-2900 PERFORMANCE AWA	ARDS					
ATKINSONS' MARKET	04787413	ED'S RETIREMENT PARTY FOOD	60.64		0	
ATKINSONS' MARKET	05754438	ED'S RETIREMENT PARTY FOOD	83.10		0	
01-4230-3200 OPERATING SUPPLI	ES FIRE					
ATKINSONS' MARKET	01709935	COFFEE	5.84		0	
BUSINESS AS USUAL INC.	164760	FED EX, 4X6 PHOTOS, INDEX CARDS	10.96		0	
CHATEAU DRUG CENTER	2822661	LAUNDRY DETERGENT	17.09		0	
GEM STATE PAPER & SUPPLY	1111375	TOWELS & TOILET PAPER	76.52		0	
UPS STORE #2444	1Z2Y292X038	BACKGROUND CHECK	12.72		0	
US BANK	5219 012524	SWINGLINE 747 SERIES STAPLERS	8.76		0	
WHITE CLOUD COFFEE LLC	81560	COFFEE	112.91		0	
01-4230-3210 OPERATING SUPPLI	ES EMS					
ATKINSONS' MARKET	01709935	COFFEE	5.84		0	
BUSINESS AS USUAL INC.	164760	FED EX, 4X6 PHOTOS, INDEX CARDS	10.95		0	
CHATEAU DRUG CENTER	2822661	LAUNDRY DETERGENT	17.09		0	
GEM STATE PAPER & SUPPLY	1111375	TOWELS & TOILET PAPER	76.51		0	
NORCO	39811623	CYLINDER RENTAL	78.12		0	
NORCO	39812460	CYLINDER RENTAL	190.65		0	
US BANK	5219 012524	U BRANDS MAGNETIC DRY ERASE BOARD	20.60		0	
US BANK	5219 012524	SWINGLINE 747 SERIES STAPLERS	8.77		0	
US BANK	5219 012524	MESH SAFETY VEST FOR MEDICAL DIRECTOR	18.98		0	
US BANK	5219 012524	U BRANDS CONTEMPO MAGNETIC DRY ERASE BOARD	7.99		0	
HENRY SCHEIN	70395774	ROCURONIUM BROMIDE INJ	54.48		0	
HENRY SCHEIN	71120982	ECG ELECTRODES	119.51		0	
HENRY SCHEIN	71399362	GLUCAGON	605.88		0	
HENRY SCHEIN	71518670	LIDOCANE	62.65		0	
HENRY SCHEIN	71722556	LIDOCANE	62.65		0	
HENRY SCHEIN	72189645	ECG ELECTRODES	151.08		0	
PRIMARY PHARMACEUTICALS	50033	GLUCAGON	1,336.68		0	
PRIMARY PHARMACEUTICALS	50470	GLUCAGON	2,112.39		0	
WHITE CLOUD COFFEE LLC	81560	COFFEE	112.91		0	

City of Ketchum	Payment Approval Report - by GL Council Report dates: 2/5/2024-2/15/2024					Page: 8 Feb 15, 2024 07:57PM
Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number	-
01-4230-4200 PROFESSIONAL SEF						
KETCHUM COMPUTERS, INC.	20190	FIRE & RESCUE	1,683.00		0	
US BANK	3938 012524	GARMIN SUBSCRIPTION	20.45		0	
01-4230-4210 PROFESSIONAL SEF	RVICES EMS					
US BANK	3938 012524	GARMIN SUBSCRIPTION	20.45		0	
US BANK	5219 012524	FAX.PLUS SUBSCRIPTION	335.99		0	
01-4230-4920 TRAINING-FACILIT	Y					
CLEAR CREEK DISPOSAL	0001692236	958891 012624 - DEC 23 & JAN 24 SITE 2	126.90		0	
IDAHO POWER	2224210258 01	2224210258 010824	77.02		0	
IDAHO POWER	2224210258 02	2224210258 02062024	73.41		0	
01-4230-5100 TELEPHONE & COM	MUNICATION F	IRE				
MTE COMMUNICATIONS	056983 020124	056983 020124	14.98		0	
SUN VALLEY COMPANY	3659	SITE RENTAL- BALD MTN ANNUAL FEE	1,344.80		0	
SUN VALLEY COMPANY	3681	SITE RENTALS- FOREST SERVICE N BALDY	114.91		0	
COX BUSINESS	0012401049446	0012401049446101 01282024	124.15		0	
AT&T MOBILITY LLC	287307161044	287307161044X02012024	322.85		0	
01-4230-5110 TELEPHONE & COM	IMUNICATION E	MS				
INTEGRATED TECHNOLOGIES	227015	FIRE	65.49		0	
INTEGRATED TECHNOLOGIES	229718	FIRE	55.77		0	
MTE COMMUNICATIONS	056983 020124	056983 020124	14.97		0	
SUN VALLEY COMPANY	3659	SITE RENTAL- BALD MTN ANNUAL FEE	1,344.80		0	
SUN VALLEY COMPANY	3681	SITE RENTALS- FOREST SERVICE N BALDY	114.90		0	
SYRINGA NETWORKS, LLC	23DEC0310	FIRE	950.00		0	
SYRINGA NETWORKS, LLC	24FEB0322	FIRE	950.00		0	
SYRINGA NETWORKS, LLC	24JAN0313	FIRE	950.00		0	
COX BUSINESS	0012401049446	0012401049446101 01282024	124.14		0	
AT&T MOBILITY LLC	287307161044	287307161044X02012024	322.84		0	
01-4230-6000 REPAIR & MAINT-A	UTO EQUIP FIRE					
HUGHES FIRE EQUIPMENT, INC.	602317	SEAT BELTS E1	842.26		0	
US BANK	5219 012524	FORD PARTS FOR SQD1	450.90		0	
US BANK	5219 012524	BATTERY DOCTOR 125 AMP/150 AMP BATTERY ISOLATOR	50.68		0	
US BANK	5219 012524	MOOKEERF PL-259 MALE CRIMP CONNECTOR ADAPTER UHF	12.00		0	
US BANK	5219 012524	SOLID SIGNAL RFN-1005-3C1	25.15		0	
US BANK	5219 012524	SOLID SIGNAL SEC-1212-CDM	142.71		0	

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Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
US BANK	5219 012524	SOLID SIGNAL BMA - NC x 3	48.24	-	0
US BANK	5219 012524	VICTRON ENERGY ARGODIODE BATTERY ISOLATORS 160-2AC	45.05		0
US BANK	5219 012524	SIGNAL GROUP REFUND	2.73-		0
WARM SPRINGS AUTO PARTS LL	197774	OIL FILTER & OIL SQ 1	68.44		0
01-4230-6010 REPAIR & MAINT-AU	TO EQUIP EMS				
A.C. HOUSTON LUMBER CO.	2401-694105	ALUMINUM SCOOP - R2	72.99		0
US BANK	5219 012524	SIGNAL GROUP REFUND	2.73-	•	0
US BANK	5219 012524	SOLID SIGNAL BMA - NC x 3	48.24		0
US BANK	5219 012524	SOLID SIGNAL SEC-1212-CDM	142.71		0
US BANK	5219 012524	MOOKEERF PL-259 MALE CRIMP CONNECTOR ADAPTER UHF	11.99		0
US BANK	5219 012524	SOLID SIGNAL RFN-1005-3C1	25.15		0
US BANK	5219 012524	FORD PARTS FOR SQD1	450.91		0
US BANK	5219 012524	BATTERY DOCTOR 125 AMP/150 AMP BATTERY ISOLATOR	50.68		0
US BANK	5219 012524	VICTRON ENERGY ARGODIODE BATTERY ISOLATORS 160-2AC	45.05		0
WARM SPRINGS AUTO PARTS LL	197774	OIL FILTER & OIL SQ 1	68.43		0
01-4230-6100 REPAIR & MAINTM	ACHINERY & E()			
MUNICIPAL EMERGENCY SERIC	IN1991211	AAA AND AA BATTERIES	65.25		0
01-4230-6110 REPAIR & MAINTM	ACHINERY & E()			
MUNICIPAL EMERGENCY SERIC	IN1991211	AAA AND AA BATTERIES	65.25		0
Total FIRE & RESCUE:			18,260.71		
STREET					
01-4310-2505 HEALTH REIMBURS	EMENT ACCT(H	RA)			
NBS-NATIONAL BENEFIT SERVI	CP371193	HRA CAFETERIA PLAN JAN 2024	1,469.87		0
01-4310-3200 OPERATING SUPPLII	ES				
A.C. HOUSTON LUMBER CO.	2402-698381	SPONGE DRYWALL TAPE JOINT - FOR STREET DEPT BATHROOM	320.39		4310044
A.C. HOUSTON LUMBER CO.	2402-699161	DRYWALL SHIMS FIRE STOP SEALANT GREAT STUFF FIREBLOCK DRYWALL SCREWS CREDIT	44.97-		4310044
			10.99		4310044
A.C. HOUSTON LUMBER CO.	2402-699167	DRYWALL RASP	10.99		
A.C. HOUSTON LUMBER CO. GEM STATE PAPER & SUPPLY	2402-699167 1113021	TOWEL ROLLS TOWELS & ODOR ELIMINATOR	95.88		4310047

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Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
NAPA AUTO PARTS	176365	TEST LEADS FOR SHOP MULTIMETER	18.99		4310044
US BANK	1718 012524	WRAPCITY BREAKFAST FOR STREETS CREW	82.30		4310037
US BANK	1718 012524	REFUND FOR INTERNAL HARD DRIVE	140.00-		4310044
US BANK	1718 012524	HARD DRIVE FOR CAMERAS	165.71		4310044
US BANK	1718 012524	GRAB BARS FOR STREET DEPT BATHROOM	115.35		4310044
WAKE UP AND LIVE, INC.	13328	HOUSE ACCOUNT RECEIVABLE	87.10		4310037
01-4310-3400 MINOR EQUIPMENT					
NORCO	39871954	WELDING RODS	112.69		4310044
01-4310-3500 MOTOR FUELS & LU	BRICANTS				
CHRISTENSEN INC.	0521492-IN	ENGINE OIEL FOR EQUIPMENT	1,811.15		4310044
01-4310-4200 PROFESSIONAL SERV	VICES				
KETCHUM COMPUTERS, INC.	20190	STREETS	747.00		0
THORNTON HEATING	61262	BATH VENT LABOR AND PARTS	1,239.81		4310037
AWSI	608949	TESTS RANDOM x 2 AND COLLECTION SITE FEES	51.25		0
01-4310-5100 TELEPHONE & COM	MUNICATIONS				
INTEGRATED TECHNOLOGIES	227015	STREETS	78.97		0
INTEGRATED TECHNOLOGIES	229718	STREETS	117.67		0
SYRINGA NETWORKS, LLC	23DEC0310	210 10TH ST	650.00		0
SYRINGA NETWORKS, LLC	24FEB0322	STREETS	650.00		0
SYRINGA NETWORKS, LLC	24JAN0313	STREETS	650.00		0
01-4310-5200 UTILITIES					
INTERMOUNTAIN GAS	32649330001 0	911 WARM SPRINGS	359.15		4310047
INTERMOUNTAIN GAS	32649330001 0	200 E 10TH ST	1,214.86		4310047
INTERMOUNTAIN GAS	49439330009 0	49439330009 012524	402.96		4310047
01-4310-6100 REPAIR & MAINTM	ACHINERY & E(2			
CLEARWATER POWER EQUIPME	56036	PUSHFRAME FOR PLOW	552.59		4310044
METROQUIP, INC.	P25128	PARTS FOR GEOVAC SWEEPER	463.23		4310044
NAPA AUTO PARTS	176213	SQUEEGEE FOR CLEANING EQUIPMENT WINDOWS	18.98		4310044
WESTERN STATES CAT	IN002678522	CUTTING EDGES FOR 966 LOADER BUCKET	1,844.18		4310044
WESTERN STATES CAT	IN002678544	CUTTING EDGES & HARDWARE FOR 962 LOADER BUCKET	2,253.54		4310044
01-4310-6910 OTHER PURCHASED	SERVICES				
CINTAS	4181905169	BLACK MATS	21.60		4310047
CINTAS	4182712759	BLACK MATS	21.60		4310047
CINTAS	5195919814	FIRST AID KIT SERVICE	138.42		4310044

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Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
NORCO	39811701	CYLINDER RENTAL 013124	258.85		4310044
NORCO	39871954	K-OXYGEN	52.44		4310044
1-4310-6930 STREET LIGHTING					
IDAHO POWER	2200749261 01	2200749261 012524	418.24		4310050
IDAHO POWER	2201013857 01	2201013857 012324	29.01		4310050
IDAHO POWER	2203855230 01	2203855230 012324	107.82		4310050
IDAHO POWER	2204535385 01	2204535385 012324	119.29		4310050
IDAHO POWER	2206773224 01	2206773224 012324	21.28		4310050
IDAHO POWER	2207487501 01	2207487501 012324	20.55		4310050
IDAHO POWER	2208316659 01	2208316659 012324	26.48		4310050
1-4310-6950 MAINTENANCE & IN	MPROVEMENTS				
LUTZ RENTALS	150675-1	PROPANE REFILL	32.63		4310044
Total STREET:			16,749.19		
ECREATION					
1-4510-2505 HEALTH REIMBURS	EMENT ACCT(H	RA)			
NBS-NATIONAL BENEFIT SERVI		HRA CAFETERIA PLAN JAN 2024	.00		0
1-4510-3200 OPERATING SUPPLI	ES				
A.C. HOUSTON LUMBER CO.	2402-696089	SCHLAGE ENTRY	52.99		0
A.C. HOUSTON LUMBER CO.	2402-699174	ICE MELT	29.99		0
1-4510-3250 RECREATION SUPPI	LIES				
STURTEVANT'S	5-76753	ULTRA MIX BLUE & BETA MIX RED	59.98		0
US BANK	7926 012524	ICE SKATE BLADE COVERS	31.98		0
US BANK	7926 012524	ROLL HOCKEY TAPE	28.99		0
1-4510-3300 RESALE ITEMS-CON	CESSION SUPPL	Y			
	03814637	FINISH DISHWASHER MANDARINS COFFEE	42.69		0
ATKINSONS' MARKET	03017037				
ATKINSONS' MARKET ATKINSONS' MARKET	05759628	MANDARINS	22.67		0
ATKINSONS' MARKET		MANDARINS MLUEBERRY MUFFINS MANDARINS BUTTER	22.67 36.87		0
ATKINSONS' MARKET ATKINSONS' MARKET	05759628 05759946		36.87		
ATKINSONS' MARKET ATKINSONS' MARKET ATKINSONS' MARKET	05759628 05759946 05761823	MLUEBERRY MUFFINS MANDARINS BUTTER	36.87 30.45		0
	05759628 05759946	MLUEBERRY MUFFINS MANDARINS BUTTER MANDARINS CRISCO	36.87		0
ATKINSONS' MARKET ATKINSONS' MARKET ATKINSONS' MARKET ATKINSONS' MARKET	05759628 05759946 05761823 05762556 06738330	MLUEBERRY MUFFINS MANDARINS BUTTER MANDARINS CRISCO BANANAS MANDARINS BUTTER	36.87 30.45 25.10		0 0 0

Payment Approval Report - by GL Council Report dates: 2/5/2024-2/15/2024

Page: 12 Feb 15, 2024 07:57PM

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number GL Activity Number	r
INTEGRATED TECHNOLOGIES	229718	PARKS & REC	25.36		0
KETCHUM COMPUTERS, INC.	20190	PARKS	346.50		0
01-4510-5100 TELEPHONE & COM	IMUNICATIONS				
SYRINGA NETWORKS, LLC	23DEC0310	900 3RD AVE NORTH	650.00		0
01-4510-5200 UTILITIES					
INTERMOUNTAIN GAS	31904030009 0	31904030009 012524	240.31		0
SYRINGA NETWORKS, LLC	24FEB0322	900 3RD AVE NORTH	650.00		0
SYRINGA NETWORKS, LLC	24JAN0313	900 3RD AVE NORTH	650.00		0
01-4510-6100 REPAIR & MAINTM	ACHINERY & E()			
US BANK	7926 012524	WATERSENTRY PLUS REPLACEMENT FILTER	75.99		0
Total RECREATION:			3,032.92		
Total GENERAL FUND:			468,798.62		
WAGON DAYS FUND WAGON DAYS EXPENDITURES					
02-4530-3200 OPERATING SUPPL	ŒS				
US BANK	6235 012524	WIX.COM	30.00		0
Total WAGON DAYS EXPENDE	TURES:		30.00		
Total WAGON DAYS FUND:			30.00		
GENERAL CAPITAL IMPROVEMI GENERAL CIP EXPENDITURES	ENT FD				
03-4193-7135 MAIN STREET REH.	AB				
ENOURATO, LISA	101	MAIN ST PROJECT SUPPORT - JAN 2024	6,205.00	24052 71350	4
HDR ENGINEERING, INC.	1200590855	ON CALL SERVICES AS DIRECTED NOV 23 - DEC 23	2,970.00	71350	1
US BANK	9529 012524	JOHNNY G'S SUBSHACK	318.60	71350	3
GGLO	2023116.03 000	MAIN STREET PLACEMAKING IMPLEMENTING DEC 2023	16,870.00		0
WORTH PRINTING	3666	CARDS	179.36		0
03-4193-7200 TECHNOLOGY UPG	RADES				
CDW GOVERNMENT, INC.	NV66756	ACROBAT UPGRADE	266.52		0
CDW GOVERNMENT, INC.	NX38081	CREATIVE CLOUD & ADOBE SOFTWARE NEW			

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number GL Activity Number
		EMPLOYEE	965.91	0
CDW GOVERNMENT, INC.	PC55879	ACROBAT UPGRADE	243.83	0
CHATEAU DRUG CENTER	2818360	SURGE PROTECTORS & EXTENSION CORD	97.80	0
KETCHUM COMPUTERS, INC.	20190	NEW CITY HALL	.00	0
US BANK	4026 012524	APPLE IPAD SMART KEYBOARD	179.10	0
US BANK	7937 012524	LENOVO PRO COMPUTER	1,351.74	0
03-4193-7220 RECYCLING				
MERRICK CONSTRUCTION, INC.	12649	LEWIS ST RECYCLING CENTER WORK	12,380.00	. 0
Total GENERAL CIP EXPENDIT	ΓURES:		42,027.86	
FACILITY MAINT CIP EXPENDIT	URE			
03-4194-7000 WARM SPRINGS PRI	ESERVE PHASE I			
STUDIO SUPERBLOOM, LLC	WSP-022-REV	TASK ORDER 7 - JAN 2024	24,303.50	0
STUDIO SUPERBLOOM, LLC	WSP-023-RIO	TASK ORDER #6 - FLOODPLAIN & RESTORATION DESIGN FOR 60% DRAWINGS & PERMITS	18,040.75	0
Total FACILITY MAINT CIP EX	PENDITURE:		42,344.25	
FIRE & RESCUE CIP EXPENDITU	RES			-
03-4230-7120 RADIOS (PORTABLE				
UPS STORE #2444	1Z2Y292X037	1Z2Y292X0375699277	18.87	0
49 ER COMMUNICATIONS INC.	74215	MOTOROLA PAGERS	1,537.80	0
03-4230-7130 PPE (TURNOUT GEA	aR)			
UPS STORE #2444	1Z2Y292X031	PPE SHIPPING	14.42	0
US BANK	5219 012524	CLOTHES HANGERS 30 PACK	19.99	0
CURTIS TOOLS FOR HEROES	INV788436	TURNOUT REPAIR & INSPECTION	445.38	0
LIGHTHOUSE UNIFORMS INC	A-318325	CLASS A - DUMKE & MCMAHON	1,488.10	0
LIGHTHOUSE UNIFORMS INC	A-318333	BADGE FOR MALIE	119.15	0
Total FIRE & RESCUE CIP EXP	ENDITURES:		3,643.71	
Total GENERAL CAPITAL IMP	ROVEMENT FD:		88,015.82	
				-

ORIGINAL LOT FUND ORIGINAL LOT TAX Page: 13

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		Report dates. 2/3/2024-2/13	72024			1 CO 13, 2024 07.371 W
Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number	
22-4910-6060 EVENTS/PROMOTIO	NS					
ROAD WORK AHEAD TRAFFIC S		FINANCE CHARGE FOR NONPAYMENT BY DUE DATE	5.00		0	
ROAD WORK AHEAD TRAFFIC S	TS21952	TRAILING OF THE SHEEP - MOBILIZATION CUT IN HALF	1,690.23		0	
22-4910-6080 MOUNTAIN RIDES						
MOUNTAIN RIDES	12433	TRANSPORTATION SERVICES FY2024 - FEB 2024	66,333.34	24006	0	
Total ORIGINAL LOT TAX:			68,028.57			
Total ORIGINAL LOT FUND:			68,028.57			
ADDITIONAL1%-LOT FUND ADDITIONAL 1%-LOT						
25-4910-4220 SUN VALLEY AIR SEF	RVICE BOARD					
SUN VALLEY AIR SERVICE BOA	020624	DIRECTOR'S COST AUGUST	5,522.68-		0	
SUN VALLEY AIR SERVICE BOA	020624	DEC MOS 2023	187,387.89		0	
Total ADDITIONAL 1%-LOT:			181,865.21			
Total ADDITIONAL1%-LOT FU	ND:		181,865.21			
FIRE CONSTRUCTION FUND FIRE FUND EXP/TRNFRS						
42-4800-7800 CONSTRUCTION						
KETCHUM COMPUTERS, INC.	20190	NEW FIRE STATION	.00		0	
Total FIRE FUND EXP/TRNFRS:	:		.00			
Total FIRE CONSTRUCTION FU	IND:		.00			
COMMUNITY HOUSING COMMUNITY HOUSING EXPENSE	2					
54-4410-2505 HEALTH REIMBURSI NBS-NATIONAL BENEFIT SERVI	,	RA) HRA CAFETERIA PLAN JAN 2024	.00		0	
1.55 IMITOTAL BENEATH SERVI	515/11/5	THE CHILDREN DAY, WIN 2027	.00		0	
54-4410-3100 GENERAL OFFICE US BANK	7309 012524	HP LASER-JET TANK	419.99		0	

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Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
US BANK	7309 012524	JANE'S ARTIFACTS MACHINES & OFFICE SUPPLIES	30.67		0
4-4410-3200 LIFT TOWER LODGE	E OPERATIONS				
COX BUSINESS	0012401037719	0012401037719502 011724	245.97		0
TANNER PLUMBING AND MECH	24010	INSTALLATION NEW KITCHEN SINK FAUCET & DISHWASHER	643.75		0
TANNER PLUMBING AND MECH	24011	INSTALLATION OF NEW TOILETS AND DISCONNECTION BATH SINK FOR DEMO	395.00		0
ΓILE & CONCRETE REHAB AND	020224	LIFT TOWER LODGE MANAGERS APT REPAIR	1,050.00		0
4-4410-4200 PROFESSIONAL SER	VICES				
US BANK	7309 012524	DOMINOS PIZZA ORDER	538.37		0
US BANK	7309 012524	BIGWOOD BREAD	105.52		0
SACHA, LEONARDO PADILLA	020224	HONORARIUM FOR SPANISH CLASSES OCT NOV DEC	600.00		0
4-4410-4215 LEASE TO LOCALS F	PROF SERVICES				
EXPRESS PUBLISHING, INC.	10003796 1231	LANDING LOCALS ADVERTISEMENTS	1,722.88		0
4-4410-4250 LIFT TOWER LODGE	E PROFF SVCS				
OFFICE BRIGHT INC	1779	Cleaning JAN 1 - 31 2024	280.00		0
WHITE CLOUD CARPET CLEANI	20231356	CARPET CLEANING	299.59		0
4-4410-5110 COMPUTER NETWO	RK				
US BANK	7309 012524	INTUIT CHECKS / FORMS	258.72		0
4-4410-5200 LIFT TOWER LODGE	UTILITIES				
CLEAR CREEK DISPOSAL	0001692235	0001692235 012624 & 123123	557.34		0
INTERMOUNTAIN GAS	08335990225 0	08335990225 021624	135.08		0
4-4410-5900 LIFT TOWER LDG RI	EPAIR & MAINT				
A.C. HOUSTON LUMBER CO.	2401-693130	FASTENERS RSS STRUC SCREW DUPLEX OUTLET W/ GROUND OUTLET PLATE BOX OUTLET	12.95		0
A.C. HOUSTON LUMBER CO.	2401-694763.1	MINERAL SPIRITS ODORLESS SILICONE PLUS TACK CLOTH	39.15		0
A.C. HOUSTON LUMBER CO.	2401-695734	FASTENERS	9.56		0
CHATEAU DRUG CENTER	2822226	LED 12 5BR40 DIM	16.14		0
COLOR HAUS, INC.	B333P	PREMIUM DYNAFLEX ALMOND CAULK	6.99		0
STANDARD PLUMBING SUPPLY	WFK151	NEW TOILETS FOR ROOMS #4 & 12	323.66		0
US BANK	9749 012524	LOWE'S BROAN	189.99		0
US BANK	9988 012524	COUNTERTOP CONNECTOR	19.99		0

		<u> </u>			
Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
Total COMMUNITY HOUSING E	EXPENSE:		7,901.31		
Total COMMUNITY HOUSING:			7,901.31		
ATER FUND ATER EXPENDITURES					
-4340-2505 HEALTH REIMBURSI	EMENT ACCT(HI	RA)			
IBS-NATIONAL BENEFIT SERVI	CP371193	HRA CAFETERIA PLAN JAN 2024	.00		0
-4340-3120 DATA PROCESSING					
SILLING DOCUMENT SPECIALIS	92868	Statement Processing for Utility Billing - W	1,161.92		435001
-4340-3200 OPERATING SUPPLIE	ES				
INTAS	4182712720	WATER	31.19		435001
INTAS	4182712720	UTILITIES ADMIN BLDG - WATER	10.89		435001
NTEGRATED TECHNOLOGIES	227015	110 RIVER RANCH RD - WATER	49.51		0
NTEGRATED TECHNOLOGIES	229718	110 RIVER RANCH RD - WATER	18.13		0
-4340-3250 LABORATORY/ANAL	YSIS				
MAGIC VALLEY LABS, INC.	30301	Drinking Water Bacteria, Cooler Return	235.00		0
-4340-4200 PROFESSIONAL SERV	VICES				
O-FER-IT	126052	Water Samples	25.20		0
ETCHUM COMPUTERS, INC.	20190	WATER	272.25		0
AWTOOTH PLUMBING & HEATI	42671	320 SHADY LN - Removed back flow gasket - connect hose to hoes	128.50		0
-4340-5100 TELEPHONE & COM	MUNICATIONS				
T&T MOBILITY LLC	287318858311	287318858311 - Water	90.57		0
-4340-5200 UTILITIES					
OIG LINE	73608-IN	Monthly Fee - W	37.80		435001
DAHO POWER	2203658592 01	2203658592 - WELLS & BOOSTERS	8,536.66		0
NTERMOUNTAIN GAS	32649330001 0	110 RIVER RANCH RD A	65.17		0
-4340-6000 REPAIR & MAINT-AU	TO EQUIP				
LEARWATER POWER EQUIPME	56064	BOSS HYDRAULIC FLUID, HYDRALIC HOSE	48.55		0
VARM SPRINGS AUTO PARTS LL		OIL CHANGE - 23 CHEVY SILVERADO	67.88		0
VARM SPRINGS AUTO PARTS LL		13651 PLUG	31.90		0

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number	
63-4340-6100 REPAIR & MAINT-M	ACH & EQUIP					
LUNCEFORD EXCAVATION, INC.	15645	260 SPUR LN - WATER LEAK REPAIR & BACKFILL	4,321.03		0	
LUNCEFORD EXCAVATION, INC.	15657	PARKWAY - WATER LEAK REPAIR & BACKFILL	5,547.01		0	
LUNCEFORD EXCAVATION, INC.	15658	EAGLE WING-WARM SPRINGS CREEK - WATER LEAK REPAIR & BACKFILL	4,427.64		0	
Total WATER EXPENDITURES:			25,106.80			
WATER DEBT SERVICE EXPENDI	TRES					
63-4800-8400 DEBT SRVC ACCT IN		IDA HO DON'D DANIZ ALITHODITY BEVENUE DON'DO	52 297 51		0	
ZIONS BANK	012624	IDAHO BOND BANK AUTHORITY REVENUE BONDS SERIES 2015B	52,386.51		0	
63-4800-8700 DEBT SRVC ACCT IN		10000000201	5 (1(24		0	
CHASE	451971109001	1000000391	5,616.34		0	
Total WATER DEBT SERVICE E	XPENDITRES:		58,002.85			
Total WATER FUND:			83,109.65			
WATER CAPITAL IMPROVEMENT WATER CIP EXPENDITURES	FUND					
64-4340-7135 MAIN STREET						
OPAL ENGINEERING, PLLC	589	MAIN ST WATER RELOCATE	2,725.00		0	
64-4340-7501 WORK TRUCK CON PAULOS INC	1GB2YLE77R	2024 CHEVY SILVERADO 2500 HD DOUBLE CAB	53,972.00	24002	0	
64-4340-7800 CONSTRUCTION						
CANYON EXCAVATION. LLC	2839	REPLACE WATER SERVICE LINE AT 120 RIVER ROCK RD	4,350.00		0	
64-4340-7806 NEW STAND-BY GEN	ERATOR WA/AD	M.				
DC ENGINEERING	21KET01 A 1S	ENGINEERING BACKUP POWER NWW & ADMIN	1,260.00	22057	0	
Total WATER CIP EXPENDITUI	RES:		62,307.00			

32649330001 0 110 RIVER RANCH RD GRIT BLDG

INTERMOUNTAIN GAS

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Payment Approval Report - by GL Council

Report dates: 2/5/2024-2/15/2024 Feb 15, 2						
Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number	_
65-4350-6100 REPAIR & MAINT-M	IACH & EQUIP					
A.C. HOUSTON LUMBER CO.	2401-694918	GRINDING DISC METAL DC, FLAP DISC	25.17		435002	
A.C. HOUSTON LUMBER CO.	2401-694926	DOOR WEATHERSTRIP	29.99		435002	
A.C. HOUSTON LUMBER CO.	2401-695604	SILICA SAND 20 GRIT	36.92		435002	
A.C. HOUSTON LUMBER CO.	2401-695643	NATURAL BRISTLE BRUSH	3.77		435002	
A.C. HOUSTON LUMBER CO.	2402-696128	NATURAL BRISTLE BRUSH, QT MIX-N-MEASURE BUCKET	5.37		435002	
A.C. HOUSTON LUMBER CO.	2402-697214	NATURAL BRISTLE BRUSH, QT MIX-N-MEASURE BUCKET	7.76		435002	
FERGUSON ENTERPRISES, LLC	0879152	LF 2 WTR PRV	954.63		435002	
LUTZ RENTALS	150678-1	RENTAL - COMPRESSOR, SANDBLASTER	168.35		435002	
SHERWIN-WILLIAMS CO.	3606-3	PAINT & supplies	236.50		435002	
65-4350-6900 COLLECTION SYST	EM SERVICES/CI	IA				
DIG LINE	73608-IN	Monthly Fee - WWC	37.80		435001	
US BANK	5198 012524	HOMEDANT Z-BREAK 5 TIER LAMINATED HEAVY	198.99		435001	

11,340.90

05-4550-0700 COLLECTION 515	TEM SERVICES	21111		
DIG LINE	73608-IN	Monthly Fee - WWC	37.80	
US BANK	5198 012524	HOMEDANT Z-BREAK 5 TIER LAMINATED HEAVY	198.99	

DUTY GARAGE STORAGE US BANK 5198 012524 DOUBLE SIDED MAGNET FISHING KIT 39.99

WASTEWATER DEBT SERVICE EXP

65-4800-8600 DEBT SRVC ACCT INTEREST-S2023

Total WASTEWATER EXPENDITURES:

ZIONS BANK 4899909 02132 INTEREST PAYABLE 0 137,884.38

Total WASTEWATER DEBT SERVICE EXP: 137,884.38

Total WASTEWATER FUND: 149,225.28

WASTEWATER CAPITAL IMPROVE FND WASTEWATER CIP EXPENDITURES

67-4350-7813 CAPITAL IMP PLAN(NO SHARING)

HDR ENGINEERING, INC. 1200594348 TASK ORDER #5 - SEWER COLLECTION MASTER 21,264.17 23007 435004 **PLAN**

67-4350-7815 AERATION BASINS BLOWERS & ELEC

HDR ENGINEERING, INC. 1200596739 TASK ORDER #3: SERVICES DURING 6,796.42 24055 435004

CONSTRUCTION FOR AERATION UPGRADES

PROJECT

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0

Vendor Name	Invoice Number	Description	Net Invoice Amount	Purchase Order Number	GL Activity Number
Total WASTEWATER CIP E	EXPENDITURES:		28,060.59		
Total WASTEWATER CAPI	ITAL IMPROVE FND:		28,060.59		
PARKS/REC DEV TRUST FUN PARKS/REC TRUST EXPENDI					
93-4900-5910 WARM SPRINGS		ON			
NESTED STRATEGIES	1181	WARM SPRINGS PRESERVE PHILANTHROPY COUNSEL	2,062.50	20638	(
Total PARKS/REC TRUST	EXPENDITURES:		2,062.50		
Total PARKS/REC DEV TR	UST FUND:		2,062.50		
DEVELOPMENT TRUST FUNI DEVELOPMENT TRUST EXPI					
94-4900-8091 MARINO- 117 HO BOULDER MOUNTAIN BUILI		REFUND OF DEMO BOND - DEMO COMPLETE	45,000.00		(
Total DEVELOPMENT TRU	UST EXPENDITURES:		45,000.00		
Total DEVELOPMENT TRU	UST FUND:		45,000.00		
Grand Totals:			1,184,404.55		

Report Criteria:

Invoices with totals above \$0 included.

Paid and unpaid invoices included.

[Report].GL Account Number = "0110000000"-"9700000000","9910000000"-"9911810000"

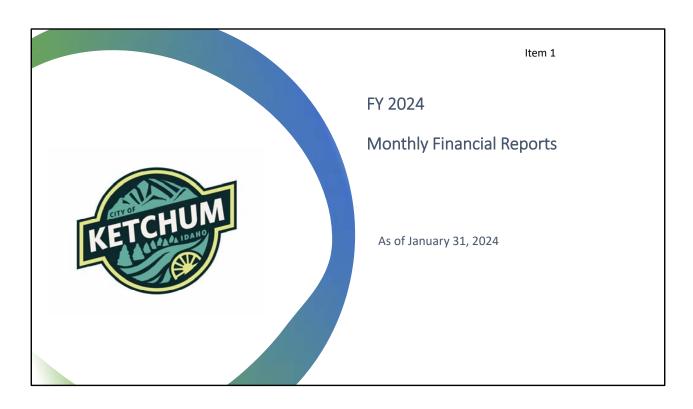
Invoice Detail.Voided = No,Yes



City of Ketchum

MEETING AGENDA MEMO

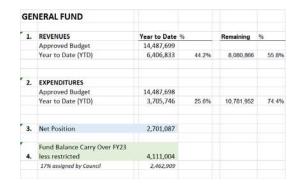
Meeting Date: February 20, 2024 Staff Member/Dept: Shellie Gallagner / Treasurer
Agenda Item: Recommendation to Receive and File Treasurer's Monthly Financial Reports
Agenda item. Recommendation to neceive and the Treasurer's Monthly Financial neports
Recommended Motion:
I move to receive and file the Treasurer's financial report.
·
Reasons for Recommendation:
Idaho State Statute 50-208 establishes requirements for monthly financial reports from the City Treasurer to
the Council. The Statute provides that the Treasurer "render an accounting to the city council showing the
financial condition of the treasury at the date of such accounting."
Idaho State Statute 50-1011 establishes an additional requirement for a quarterly financial report "indicating
salaries, capital outlay and a percentage comparison to the original appropriation." Such quarterly reports require
publication on the City website within 30 days of the end of the quarter pursuant to 50-208. Finally, 50- 708 creates
the requirement that "at least once in each quarter of each year, the council shall examine by review of a quarterly
treasurer's report included upon the city council agenda the accounts and doings subject to
management by the chief financial officer of the city."
Policy Analysis and Background (non-consent items only):
Sustainability Impact:
There is to sustainability impact to this reporting.
Financial Impact:
There is no financial impact to this reporting.
<u> </u>
Attachments:
Monthly Financial Report
1. Working Financial Report



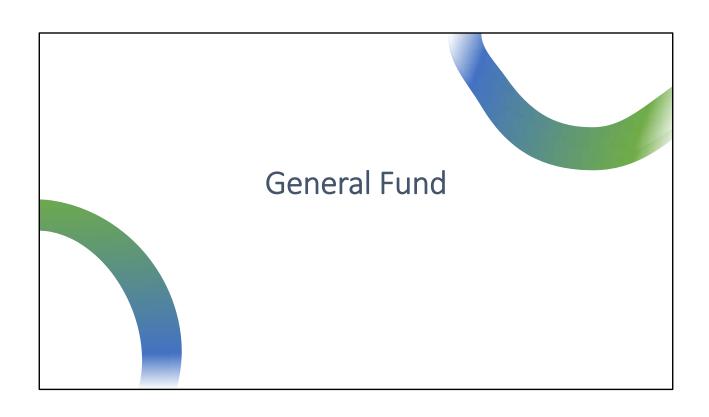
This packet is divided into three sections: (1) General Fund (2) Original LOT (3) In-Lieu Housing (4) City/County Housing Fund (5) Enterprise Funds.

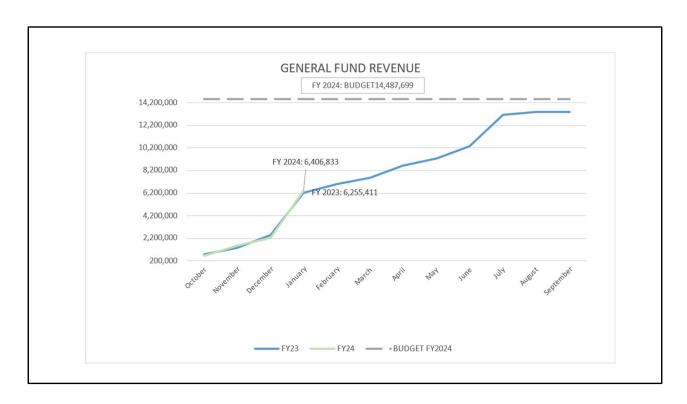
Slides includes information on current progress relative to the prior year and the current budget.

Summary

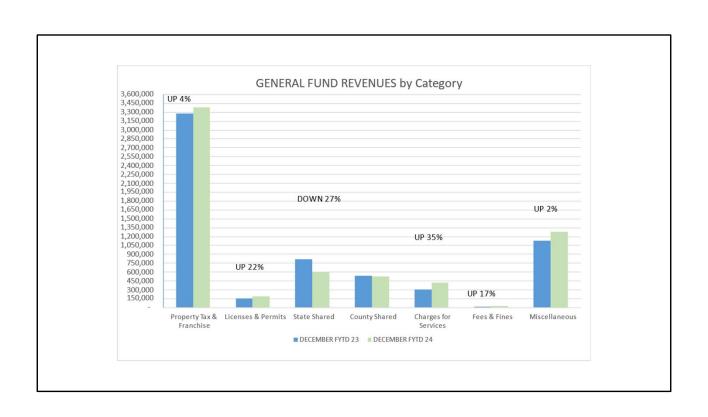


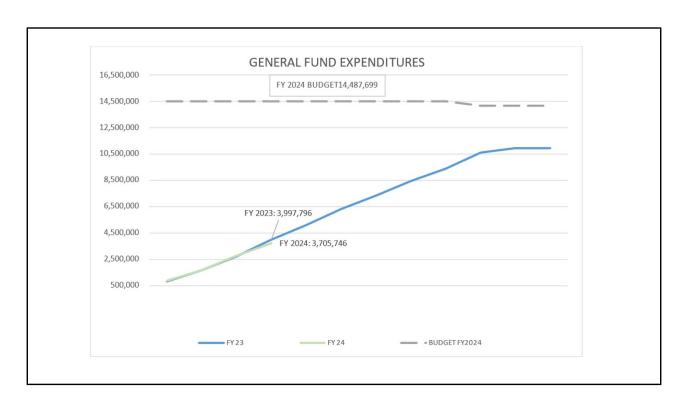
LC	CAL	OPTION TAX				
	1.	REVENUES	Year to Date	%	Remaining	%
		Approved Budget (Amended)	3,299,890			
		Year to Date (YTD)	1,200,412	36%	2,099,478	64%
		Fund Balance YTD	-			
2.	2.	EXPENDITURES				
		Approved Budget (Amended)	3,299,890			
		Year to Date (YTD)	1,126,226	34%	2,173,665	66%
	3.	Net Position	74,186			
	4	Fund Balance Carry Over FY23	698,744.67			



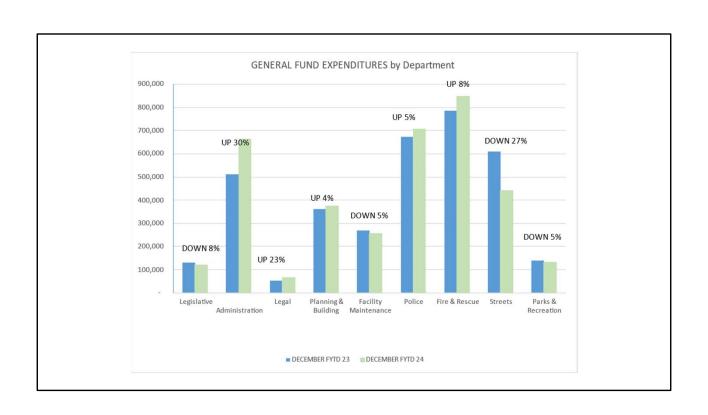


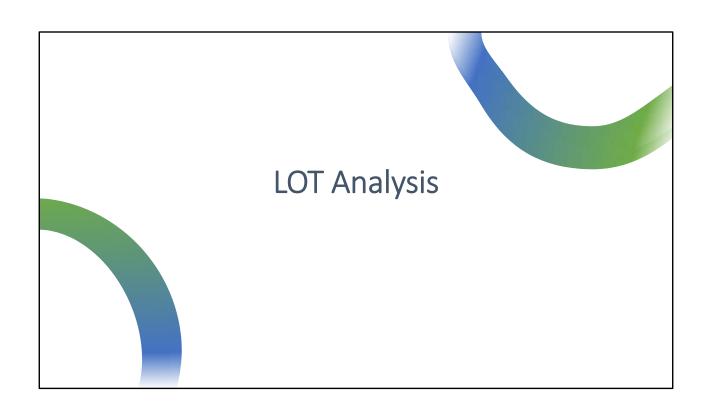
The General Fund revenues are up approximately \$151,421 (9%) compared to FY2023. The increase is largely due to interest earnings and property tax.

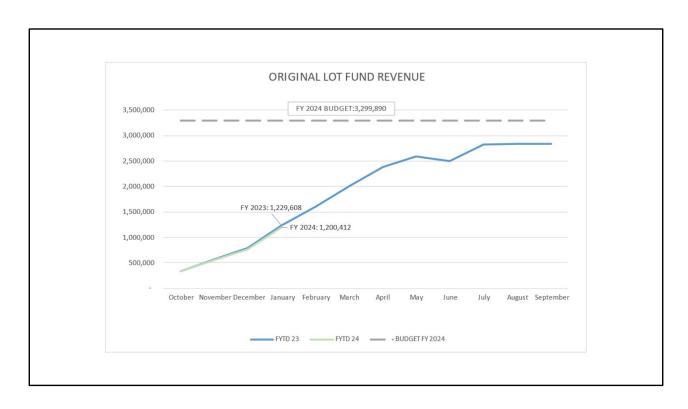




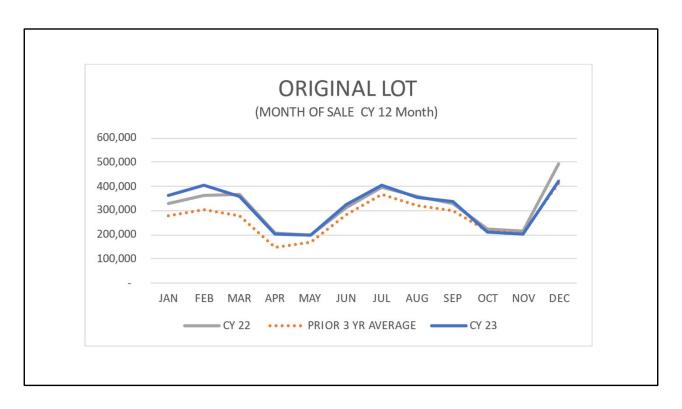
The General Fund expenditures are down \$292,050 (7%) FYTD in comparison to last fiscal year. The decrease is largely due to snow removal.



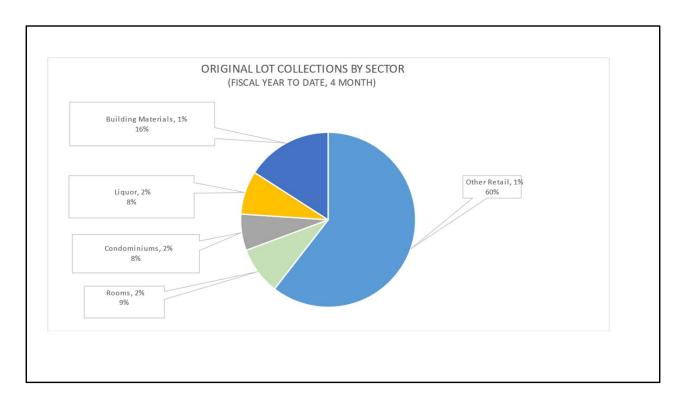




Revenue to the Original LOT Fund is down approximately \$29,196 (2.4%) FYTD.

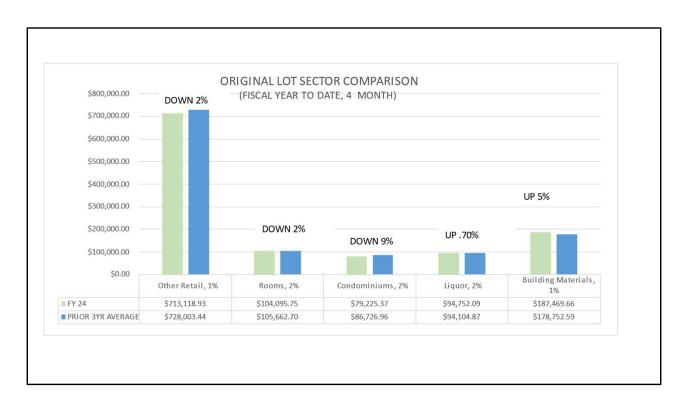


Original LOT for December month of sale are down approximately 14% compared to last year and up approximately 2% compared to the prior three-year average.



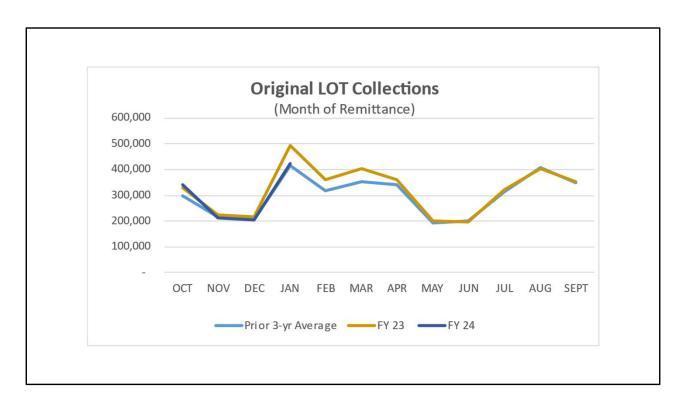
To date in FY 2024 (4th month), Original LOT collections have been generated by each sector as follows:

- 1. Retail has generated 60% of the total.
- 2. Building Materials have generated 16%.
- 3. Liquor has generated 8%.
- 4. Rooms have generated 9%.
- 5. Condominiums have generated 8%.

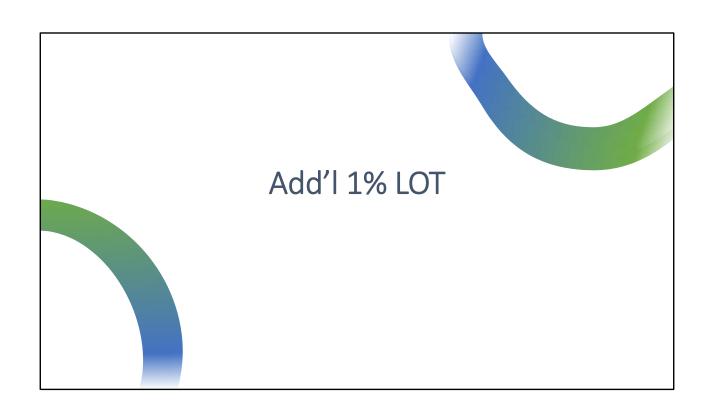


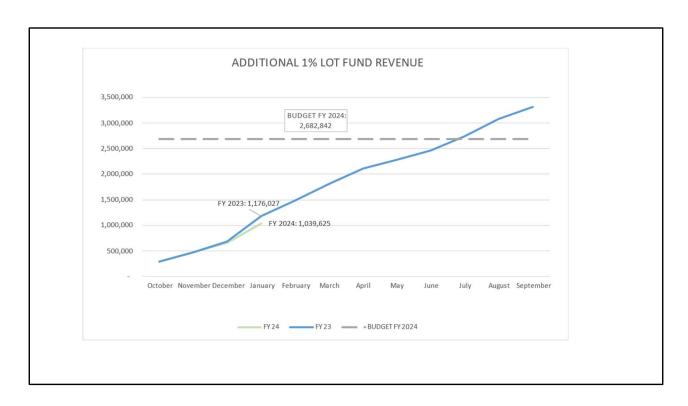
Through the fourth month of FY 2024, collections compared to the prior three-year average are as follows:

- 1. Retail is down 2%.
- 2. Rooms are down 2%.
- 3. Condominiums are down 9%
- 4. Liquor is up .70%.
- 5. Building Materials are up 5%.



Revenues from Original LOT covered sales are up approximately 2% compared to the average of the prior three years.





Revenue to the Additional LOT Fund are down approximately \$136,402 (11%) FYTD, December 2023 month of sale.

A	dition	nal 1% - LOT												
	1.	REVENUES		Year to [late %			Remaining	94					
	•	Approved Budget (2,682,8				r cennan mag	1.0					
		Year to Date (YTD)		1,039,6										
		Fund Balance				38.8%		1,643,21	7	61.2%				
	2.	EXPENDITURES	d . d)	2,682,8	43									
		Approved Budget (A SUN VALLEY AIR SEI												
		SVASB RELEASE FUN		313,6										
		TRANSFER TO ORIG		22,0	82									
		TRANSFER TO HOUS	SING	519,8	13	32.0%		2,344,90)3	87.4%				
	3.	MOS June												
		Net Position		404.5	74									
	4.	Net Position		181,8	74									
	5.	Fund Balance Carry	Over FY23	398,3	43									
			W 1 10	2%	Room	3%		3%		3%			Totals	
	ABER MO	os te Report	Retail 541	808.23		5,301.17	Cond	5,707.69	Lique	52,034.48	Building 111,714.43	_	797,566.00	
	Divided by		/2		/3	oporaia?	/3		/3		/2	-	737,500.00	
	ditional 1			904.10		5,433.72		5,235.90		17,344.83	55,857.22	-	374,775.77	
	Add .5%			452.05		7,716.86		7,617.95		8,672.42	27,928.61		187,387.89	
		HOUSING TRANSFER		452.05		7,716.86		7,617.95		8,672.42	27,928.61		187,387.89	
KETCH	IUM City	lax	270,	904.13	3	0,867.45	3	0,471.79		34,689.65	55,857.21	-	422,790.23 797,566.00	
													797,566.00	

This report shows December 2023 month of sale (MOS). SVASB check is cut in the prior month business.

Note: July 2023 MOS the split approved by voters between SVASB .5% and Community Housing (City/County)Transfer .5%.



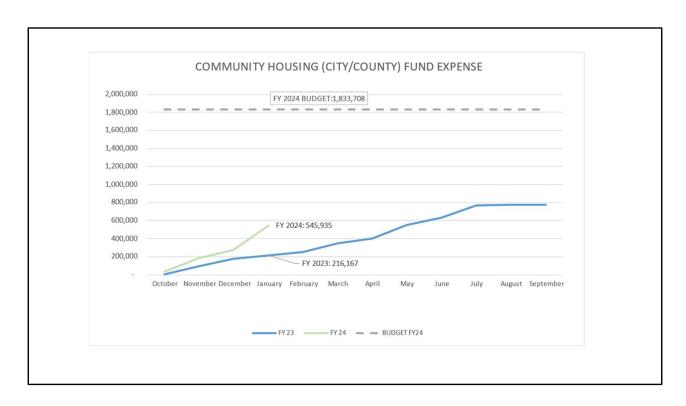
IN-LII	EU HOUSING						
1.	REVENUES	Year to Date	· %	Remaining	%		
	Approved Budget	1,320,000					
	Year to Date (YTD)	172,432	13.1%	1,147,568	86.99	%	
	Fund Balance YTD	-					
2.	EXPENDITURES						
	Approved Budget	1,320,000					
	Year to Date (YTD)	-	0.0%	1,320,000	100.0	%	
3.	Net Position	172,432					
4.	Fund Balance Carry Over	2,291,856					
	FY 2022 Budgeted for projects	2,500,000					
	FY 2023 Bluebird Additional Funding	<u>800,000</u> 3,300,000		- ;	3,300,000	Committed to Bluebird Project	
		3,300,000			(551,551)	Paid to KCD Bluebird 8-2022	
				- 2	2,748,449	Restricted for Bluebird FY2023 Budget	:
					(768,449)	paid to Blaine Co Title 11-2022	
				(.	1,320,000)	unpaid Bluebird committed FY 2024	
					(660,000)	unpaid Bluebird committed END OF PR	OJECT
					_		

In-Lieu Housing fund balance carry over is restricted for Bluebird Village.

Community Housing (City/County)Fund

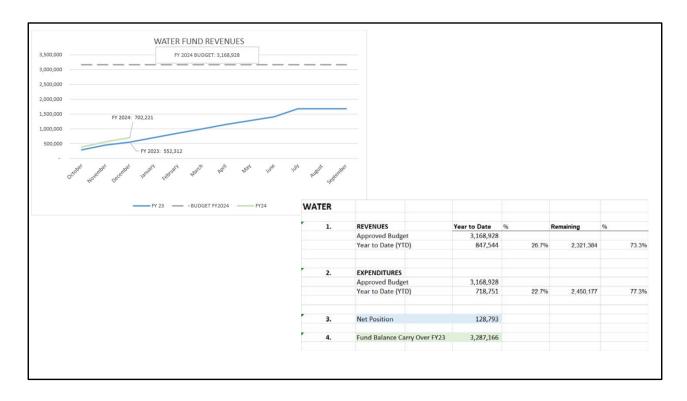
Com	munity Housing (Cit	ty/County) Fu	ınd		
1.	REVENUES	Year to Date 9	6	Remaining	%
	Approved Budget	1,833,708			
	Year to Date (YTD)	690,458	37.7%	1,143,250	62.39
	Fund Balance YTD				
2.	EXPENDITURES				
	Approved Budget	1,833,708			
	Year to Date (YTD)	545,935	29.8%	1,287,773	70.29
3.	Net Position	144,523			
	Tree i controll	111,525			
4	Fund Balance Carry Ove	er 304,552			

LOT Add'l .5% December Month of sale transfer \$187,387 FYTD \$519,812.



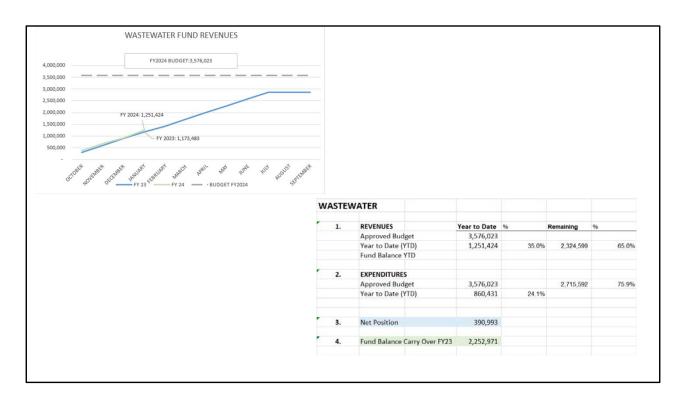
Community Housing expenses are up approximately \$329,768 (152%). This increase is largely due to staffing increases and professional services contracts.





The Water Fund revenues are up \$139,227 (19%) FYTD compared to last fiscal year.

WATER CIP					
1.	REVENUES	Year to Date	%	Remaining	%
	Approved Budget	785,000			
	Year to Date (YTD)	294,094	37.5%	490,906	62.5%
2.	EXPENDITURES				
	Approved Budget	785,000			
	Year to Date (YTD)	151,055	19.2%	633,945	80.8%
3.	Net Position	143,038			
4.	Fund Balance Carry Over FY	/23 658,039			



The Wastewater Fund revenues are up \$77,941(7%) FYTD compared to last fiscal year.

ASTE\	WATER CIP				
1.	REVENUES	Year to Date	%	Remaining	%
	Approved Budget	3,923,653		3,507,463	89.4%
	Year to Date (YTD)	416,190	10.6%		
2.	EXPENDITURES				
	Approved Budget	3,923,653		3,787,691	96.5%
	Year to Date (YTD)	135,962	3.5%		
3.	Net Position	280,228			
4.	Fund Balance Carry Over FY23	8,283,525			



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: | February 20, 2024 | Staff Member/Dept: | Jade Riley - Administration

Agenda Item: Recommendation to approve/renew Contract for Services 22831-1A and Contract

for Services 22831-1B with Blaine County for Housing Coordination.

Recommended Motion:

"I move to approve Contract for Services 22831-1A & B with Blaine County for Housing Coordination."

Reasons for Recommendation:

- City staff is serving as the administrative unit for the BCHA.
- The BCHA strategic plan was developed in concert with the Ketchum Housing Action Plan.
- The city's Housing Department, Treasury, Clerk, and IT support BCHA's mission in a cost-efficient manner.

Sustainability Impact:

Ability to house employees and community participants locally decreases community vehicle trips.

Financial Impact:

None OR Adequate funds	The contract with Blaine County establishes a not to exceed amount of
exist in account:	\$150,000. The funds, reflected in the contracts attached, are separated into
	two amounts: 1.) \$101,000 received from the County, 2.) \$49,000 in
	dedicated ARPA/SLFRF funds via the County.

Attachments:

- 1. Contract #22831-1A
- 2. Contract #22831-1B

FY24 CONTRACT FOR SERVICES – CITY OF KETCHUM for ADMINISTERING BLAINE COUNTY HOUSING AUTHORITY (BCHA)

THIS AGREEMENT made this 20th day of February, 2024, by and between Blaine County, Idaho, a body corporate and politic and a subdivision of the State of Idaho, hereinafter referred to as "County", and the City of Ketchum, a municipal corporation of the State of Idaho, hereinafter referred to as "Service Provider".

RECITALS:

WHEREAS Blaine County recognizes that BCHA is duly created under the Laws of Idaho by Blaine County to specifically serve the housing needs of the residents of Blaine County;

WHEREAS Blaine County recognizes that it does not have an internal county department that serves the housing needs of County residents;

WHEREAS the City of Ketchum recognizes that it does have the internal capacity to fulfill the requirements and meet the mission of the BCHA;

WHEREAS the BCHA, in its budget, identified that funding will be required beyond the fees received by BCHA on the sale of deed restricted properties to carry out its mandate; and in that budget identified funding requests for Contract for Services needed from Blaine County jurisdictions to assist BCHA;

WHEREAS Blaine County believes that one effective strategy for providing these valuable services is to partner and contract with the City of Ketchum to provide these public services, especially when Blaine County funds can be leveraged with other public or private funds; and

WHEREAS a contract for services allows Blaine County to meet these community needs, use public funds efficiently, and set forth the respective obligations of the parties in a legally binding document.

NOW, THEREFORE, in consideration of the mutual agreements hereinafter contained and subject to the terms and conditions hereinafter stated, it is hereby understood and agreed by the parties hereto as follows:

- 1. <u>TERM</u>. This Agreement shall be in full force and effect upon execution and will remain in effect through September 30, 2024.
 - 2. <u>SERVICES PROVIDED</u>. Service provider will work to promote, plan,

preserve and advocate for the long-term supply of affordable housing in Blaine County. Specific responsibilities to be performed by the service provider are as follows: steward deed-restricted homes including on-going compliance; establish a one-stop-shop for providing resources, services and housing application assistance; and develop community education materials to build understanding of needs. Service provider will also collaborate with community partners to assist with the promotion of, planning for and advocating for affordable housing in Blaine County.

- 3. <u>CONSIDERATION</u>. In consideration for the services performed by the Service Provider according to the terms of this contract, the County agrees to pay monthly payments upon receipt of invoices for services rendered an amount not to exceed annually \$101,000.00.
- 4. <u>INDEPENDENT CONTRACTOR</u>: The parties agree that the Service Provider is an independent Contractor of County and in no way an employee or agent of County and is <u>not</u> entitled to workers' compensation or any benefit of employment with the County. County has no responsibility for security or protection of the Service Provider's supplies or equipment. The Service Provider will provide its own office space and necessary support staff, equipment and supplies.
- 5. <u>COMPLIANCE WITH LAWS</u>: Service Provider agrees to comply with all federal, state, county and municipal laws, rules and regulations in his performance under this Agreement.
- 6. <u>MERGER</u>. This Agreement embodies the sole understanding of the parties. There are no other oral or written agreements outside of this Agreement. No modification, amendment or addition to this Agreement shall be effective unless agreed to by the Parties in a written instrument duly executed by the Service Provider and the County.
- 7. <u>WAIVER</u>. The failure of any Party to insist upon strict performance of any of the obligations contained herein shall not be deemed a waiver of any rights or remedies that said Party may have, and shall not be deemed a waiver of any subsequent breach in the performance of any of the terms and provisions contained herein by the same or any other person.
- 8. <u>THIRD PARTY BENEFICIARY RIGHTS</u>. This Agreement is not intended to create, nor shall it be in any way interpreted or construed to create, any third-party beneficiary rights in any person not a party hereto unless otherwise expressly provided herein.
- 9. <u>CAPTIONS AND HEADINGS</u>. The captions and headings in the Agreement are for reference only and shall not be deemed to define or limit the scope or intent of any of the terms and provisions contained herein.
- 10. <u>CONSTRUCTION</u>. No presumptions shall exist in favor of or against any party to this Agreement as a result of the drafting and preparation of this Agreement.

- 11. <u>VENUE AND GOVERNING LAW</u>. In the event an action is brought to enforce or interpret this Agreement, the parties submit to the exclusive jurisdiction of the courts of the State of Idaho, and agree that venue for any such action shall be in Blaine County, Idaho. The validity, performance and construction of this Agreement shall be governed by the laws of the State of Idaho.
- 12. <u>TERMINATION</u>. Any party to this Agreement may terminate its obligations under this Agreement upon providing the other parties with thirty (30) days written notice.
- 13. <u>MODIFICATION</u>. There shall be no modification of this Agreement unless executed in writing by the parties.

	Executed and effective by	the undersign	ned parties as of the date
	signed. DATED this	day of	, 2024.
			Blaine County, Idaho
			Muffy Davis, Chairman
Attest	:		Many Davis, Onaninan
Steph	en McDougall Graham, Cler	<u></u>	

		City of Ketchum Mayor Neil Bradshaw
STATE OF IDAHO County of Blaine)) ss	
County of Blaine)	
On thisday of2024 before me the undersigned, a Notary Public in and for said State, personally appeared Neil Bradshaw, known or identified to be the person whose name is subscribed to the within instrument and acknowledge to me that he/she executed the same. IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal the day and year first above written.		
		Notary Public for the State of Idaho Residing My Commission Expires

CONTRACT FOR SERVICES - ARPA/SLFRF REIMBURSEMENT CITY OF KETCHUM for ADMINISTERING BLAINE COUNTY HOUSING AUTHORITY (BCHA)

THIS AGREEMENT made by and between Blaine County, Idaho, a body corporate and politic and a subdivision of the State of Idaho, hereinafter referred to as "County," and the City of Ketchum for administering the Blaine County Housing Authority (BCHA), a political subdivision of the State of Idaho, hereinafter referred to as "Recipient."

RECITALS:

- The global pandemic has forced local governments, not for profit entities, and other community support services to make exceptional expenditures in responding to the unique challenges raised during this unprecedented crisis; and
- 2. In recognition of these efforts, Congress enacted the American Rescue Plan Act of 2021 (ARPA), which allocated State and Local Fiscal Recovery Funds (SLFRF) funds to local jurisdictions in order to: respond to the pandemic and support families and businesses struggling with its public health and economic impacts; maintain vital public services, even amid declines in revenue resulting from the crisis; and build a strong, resilient, and equitable recovery by making investments that support long-term growth and opportunity; and
- 3. Among the eligible uses for SLFRF funds is reimbursement to local not for profit organizations and private small businesses for exceptional expenditures made in response to the pandemic, including those made in response to increased demand for services to populations negatively impacted or disproportionately impacted by the pandemic, or otherwise serving such populations in its ordinary operations; and
- 4. Among the eligible uses for SLFRF funds is the contracting with local organizations or businesses in order to provide SLFRF-eligible services on behalf of the local

- jurisdiction, when the same deems that such a contract is in the public interest; and
- The Board has received ARPA/SLFRF funds and has established a grant-making program to consider specific funding requests from various local organizations impacted by the pandemic or serving impacted local populations; and
- 6. The Board's grant-making program's eligibility criteria and expenditure categories are the same, or substantially the same, as those described in the U.S. Department of the Treasury's Final Rule governing the eligible uses of SLFRF funds; and
- 7. The Board has considered one such funding request, made by Recipient; and
- The Recipient is a political subdivision of the State of Idaho that has provided, and will continue to provide, valuable resources and/or services to the citizens of Blaine County; and
- The Recipient has experienced negative economic impacts and/or disproportionate impacts as a result of the pandemic; and
- 10. The Recipient serves populations that have been negatively or disproportionately impacted as a result of the pandemic; and
- 11. The Board has determined that Recipient's request qualifies as either: Lost revenue due to an extraordinary expenditure or an appropriate public service response to mitigate the negative health or economic impacts of the COVID-19 pandemic and public health emergency; and
- 12. This contract for services is intended to provide ARPA/SLFRF reimbursement to the Recipient for providing these valuable public services, or compensate the same for the negative impacts of the COVID-19 public health emergency experienced by the Recipient.

NOW, THEREFORE, in consideration of the mutual agreements hereinafter contained and subject to the terms and conditions hereinafter stated, it is hereby understood and agreed by the parties hereto as follows:

1. <u>TERM</u>. This Agreement shall be in full force and effect upon execution and will remain in effect until September 30, 2024.

- 2. <u>SERVICES PROVIDED</u>. The Recipient will work to promote, plan, preserve and advocate for the long-term supply of affordable housing in Blaine County. Specific responsibilities to be performed by the recipient are as follows: steward deed-restricted homes including on-going compliance; establish and maintain a one-stop-shop for providing resources, services, and housing application assistance; and develop community education materials to build understanding of needs. The Recipient will also collaborate with community partners to assist with the promotion of, planning for and advocating for affordable housing in Blaine County.
- 3. In making this request, the Recipient has declared that it has truthfully and accurately represented the nature and amounts of these expenditures, and that the request represents lost revenue experienced by the recipient due to the COVID-19 public health emergency.
- 4. <u>CONSIDERATION</u>. In consideration of the expenditures or lost revenue made by the Recipient, the County agrees to pay \$49,000.00 from dedicated ARPA/SLFRF funds to reimburse the Recipient for these extraordinary expenditures.
- 5. <u>INDEPENDENT CONTRACTOR</u>. The parties agree that the Recipient is an independent contractor, and in no way an employee or agent of County and is not entitled to workers' compensation or any benefit of employment with the County. Furthermore, the Recipient is considered to be the end-user beneficiary of SLFRF funds, and as such is not subject to audit pursuant to the Single Audit Act and 2 C.F.R. Part 200 Subpart F as a subrecipient of SLFRF funds, nor is this contract for services considered to be a subaward of SLFRF funds.
- 6. <u>INDEMNIFICATION</u>. The Recipient agrees to fully indemnify, save and hold harmless the County and its respective officers, agents and employees from and against all claims and actions and all expenses incidental to the investigation and defense thereof, based upon or arising out of the request for reimbursement being sought and paid herein.

- 7. <u>COMPLIANCE WITH LAWS</u>. In fulfilling its responsibilities, the Recipient agrees to comply with all federal, state, county and municipal laws, rules and regulations in his performance under this Agreement. The Recipient acknowledges that funds received under this contract for services are derived from the SLFRF program of the American Rescue Plan Act of 2021.
- 8. <u>MERGER</u>. This Agreement embodies the sole understanding of the parties. There are no other oral or written agreements outside of this Agreement. No modification, amendment or addition to this Agreement shall be effective unless agreed to by the Parties in a written instrument duly executed by the Recipient and the County.
- 9. <u>THIRD PARTY BENEFICIARY RIGHTS</u>. This Agreement is not intended to create, nor shall it be in any way interpreted or construed to create, any third-party beneficiary rights in any person not a party hereto unless otherwise expressly provided herein.
- 10. <u>CAPTIONS AND HEADINGS</u>. The captions and headings in the Agreement are for reference only and shall not be deemed to define or limit the scope or intent of any of the terms and provisions contained herein.
- 11. <u>CONSTRUCTION</u>. No presumptions shall exist in favor of or against any party to this Agreement as a result of the drafting and preparation of this Agreement.
- 12. <u>VENUE AND GOVERNING LAW</u>. In the event an action is brought to enforce or interpret this Agreement, the parties submit to the exclusive jurisdiction of the courts of the State of Idaho, and agree that venue for any such action shall be in Blaine County, Idaho, and that Idaho law shall control.
- 13. <u>TERMINATION</u>. This Agreement shall survive any payment made herein and the parties agree that any obligations under this Agreement shall remain after performance has been completed.
- 14. <u>MODIFICATION</u>. There shall be no modification of this Agreement unless executed in writing by the parties.

DATED this 14 day of Vove	<u>mbel</u> , 2023.
Attest: Stephen McDougall Graham Blaine County Clerk	Blaine County, Idaho Muffy Davis, Chair Recipient City of Ketchum for Blaine County Housing Authority
	Neil Bradshaw, Mayor
STATE OF IDAHO)) ss County of Blaine)	
notary public for the state of Idaho, personate be the Mayor of the City of Ketchum of instrument or the person who executed subdivision, and acknowledged to me that he of said political subdivision.	, 2023, before me, the undersigned, a ally appeared Neil Bradshaw , known to me to of the political subdivision that executed the different the instrument on behalf of said political he had authority to execute the same on behalf of the truly that and affixed my official seal the day en.
Re	otary Public for Idaho esiding at: ommission Expires:

Executed and effective by the undersigned parties as of the date signed.



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date:	February 20, 2024	Staff Member/Dept:	Abby Rivin, AICP, Senior Planner - Planning and Building Department
Agenda Item:	Recommendation to a drainage at 201 Garne		ment 24898 for public snow storage and
Recommended	Motion:		
	rove Easement Agreement of the property located	·	e of public snow storage and drainage along
Reasons for Rea	commendation:		
way. Ins Garnet 9 In order requires extendir The pur unobstr vertical	tead, the subject proper Street Agreement (Instructors to secure the minimum of a 15-foot-wide unobstructors of the easement is sucted and no improvement	ty contains a 15-foot-wind ment #403847), through width needed for public ucted easement beginning the front lot line. For public snow storage ents, including but not lines, may be placed within	e frontage along a dedicated public right-of- de public access easement governed by the n which a paved vehicular street traverses. e snow storage and drainage, the city ng at the edge of Garnet Street asphalt and and drainage. The easement must remain mited to buildings, structures, fences, or n the easement premises.
Sustainability Ir	npact:		
The project doe	es not limit the ability of	the city to reach the goa	ls of the Ketchum Sustainability Action Plan.
Financial Impac	t:		
None OR Adequ	uate funds exist in accou	nt: This action require	s no financial commitment from the city.
Attachments:			
1. 201 Gar	net Street Easement Agr	eement 24898	

Recording Requested By and When Recorded Return to:

City of Ketchum P.O. Box 2315 480 East Ave. N. Ketchum, ID 83340

> For Recording Purposes Do Not Write Above This Line

EASEMENT AGREEMENT 24898

This Easement Agreement ("Agreement") is entered into this _____ day of ______, between the City of Ketchum, Blaine County, Idaho ("City"), whose address is Post Office Box 2315, Ketchum, Idaho 83340 and Christopher Brown whose address is 287 Hyalite View Drive, Bozeman, Montana 59718 ("Grantor").

WHEREAS, the City is empowered by Idaho Code §50-314 to regulate and control all encroachments upon and into all sidewalks, streets, avenues and alleys within its corporate boundaries; and

WHEREAS, the City is empowered by Idaho Code §§67-6501 *et seq.* and Titles 15 and 17 of the Ketchum Municipal Code to regulate the zoning and construction of structures within the City; and

WHEREAS, the City issued a building permit submitted by Grantor for the construction of a new single-family residence located at 201 Garnet Street ("Project") and legally described as Tax Lot 8492, and as specifically delineated on **Exhibit B** attached hereto ("Subject Property"); and

WHEREAS, the Subject Property does not have frontage along a dedicated public right-of-way. Instead, the Subject Property contains a 15' public access easement, governed by the Garnet Street Agreement (Instrument #403847) through which a paved vehicular street traverses.

WHEREAS, standards for setbacks from front property lines are defined in Section 17.12.030 of Ketchum Municipal Code and minimum development standards for one-family dwellings are set forth in Section 17.124.170 of Ketchum Municipal Code. Construction of one-family dwellings must comply with all Ketchum Municipal Code standards.

WHEREAS, in order to comply with Ketchum Municipal Code standards for one-family dwellings and approve the Project, the Grantor has agreed to dedicate a portion of the Subject Property located at 201 Garnet Street (**Exhibit A**) for the purpose of snow storage and drainage; and

WHEREAS, the parties hereby agree to enter into the easement agreement to grant the City a 15-foot-wide unobstructed easement beginning at the edge of Garnet Street asphalt and extending for the length of the Grantor's property, as depicted in **Exhibit A**, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual promises and covenants herein contained and other good and valuable consideration, the sufficiency of which is hereby acknowledged by both parties, the parties agree as follows:

- 1. <u>Grant</u>. Grantor hereby grants and conveys without warranty unto the City, its heirs, successors and assigns, subject to the terms and conditions herein contained, a non-exclusive unobstructed public easement upon Grantor's property, as depicted in **Exhibit B** attached hereto and incorporated herein by this reference, for the purpose of snow storage and drainage. Grantors may not relocate the Easement Premises without the prior written consent of the City.
- 2. <u>Conditions of Use</u>. The Easement is granted subject to the following conditions:
 - a) The purpose of the Easement is for public snow storage and drainage and for no other purpose.
 - b) Other than as set forth in this Agreement and the following subsections, the Easement shall remain unobstructed for the purposes stated herein.
 - c) Other than as set forth in this Agreement and the following subsections, the Grantor covenants and agrees that no building, structure, fences, landscaping except for low-ground-cover plant material, or other obstructions which could interfere with the use of the easement for the purposes stated herein will be placed or allowed to be placed on or over the Easement Premises. No improvements, including but not limited to fencing, vertical landscaping, or other features, shall be placed within the Easement Premises.
 - d) The parking of cars and other vehicles is prohibited within the compacted gravel area extending 8 feet from the edge of asphalt along Topaz Street within the Easement Premises.
- 3. <u>Termination of Easement</u>. This easement will be terminated at such time as the City has determined such easement is no longer necessary for snow storage and drainage.
- 4. <u>Binding Effect</u>. The terms of this Agreement shall be a covenant binding and effective upon all parties and shall inure to the benefit of and be binding upon the parties hereto, their successors and assigns.
- 5. Recording. This Agreement shall be recorded with the Blaine County Recorder by the City.
- 6. <u>Remedies</u>. If either party shall fail to perform such party's obligations under the easement described herein for any reason, the other party may pursue any and all remedies at law or equity; provided, however, that the parties affected by any such failures agree to meet and confer to attempt to mediate a settlement in good faith prior to initiating litigation.
- 7. <u>Attorneys' Fees</u>. In the event either party initiates or defends any legal action or proceeding in any way connected with this easement, the prevailing party in any such action or

proceeding shall be entitled to recover from the losing party its reasonable costs and attorney's fees.

8. <u>Governing Law.</u> This Agreement shall be governed by the laws and decisions of the State of Idaho.

IN WITNESS WHEREOF, each party to this Agreement has caused it to be executed on the date indicated below.

Ву:		Bv:
By: Christopher Brown, Gra	intor	By:Neil Bradshaw, Mayor
		ATTEST:
		Trent Donat, City Clerk
STATE OF IDAHO, County of Blaine.)) ss.)	
and for said State, perso	onally appeared Chi	_, 2024, before me, the undersigned Notary Public in aristopher Brown, known to me to be the person who nowledged to me that he executed the same.
IN WITNESS Way and year first above		hereunto set my hand and affixed my official seal the
		Notary Public for Residing at Commission expires

EXHIBIT A

GALENA-BENCHMARK ENGINEERING

ENGINEERING, PLANNING, SURVEYING & MAPPING

PO Box 733: 100 Bell Drive Ketchum, Idaho 83340

208-726-9512 : info@galena-benchmark.com

TAX LOT 8492 LEGAL DESCRIPTION – EASEMENT

A parcel of land located within Section 18, Township 4 North, Range 18 East, B.M., City of Ketchum, Blaine County, Idaho, also being a portion of Tax Lot 8492, previously known as Tax Lot 2246 as shown in the Record of Survey of Tax Lots 8265, 2241, 2246, and Parcel 1, Shelby Dukes Line Shift, Instrument No. 652396, records of Blaine County, Idaho. Said parcel of land being a 15 foot wide strip, lying northly and adjacent to the existing edge of asphalt, being more particularly described by metes and bounds as follows:

Commencing at a 5/8" rebar marking the southwest corner of Tax Lot 8492, proceeding along the westerly property line N 00°49'14" W, 12.35 feet, to a calculated point lying on the edge of asphalt of Garnet Street; said point being the <u>True Point of Beginning</u>:

Thence continuing along the westerly property line, N 00°49'14" W, 15.00 feet, to a calculated point;

Thence departing the westerly property line, S 89°37'03" E, 39.43 feet, to a calculated point;

Thence, N 87°40'22" E, 39.80 feet, to a calculated point;

Thence, N 89°32'33" E, 30.59 feet, to a calculated point;

Thence, N 88°24'55" E, 18.84 feet, to a calculated point;

Thence, N 87°48'38" E, 3.46 feet, to a calculated point on the easterly property line;

Thence along the easterly property line, S 00°55'04" E, 15.00 feet, to a calculated point lying on the edge of asphalt of Garnet Street;

Thence along the edge of asphalt, S 87°48'38" E, 3.21 feet, to a calculated point;

Thence continuing along the edge of asphalt, S 88°24'55" W, 19.06 feet, to a calculated point;

Thence continuing along the edge of asphalt, S 89°32'33" W, 30.50 feet, to a calculated point;

Thence continuing along the edge of asphalt, S 87°40'22" W, 39.91 feet, to a calculated point;

Thence continuing along the edge of asphalt, N 89°37'03" W, 39.47 feet, to the True Point of Beginning.

Described area containing 1,982 sq. ft. more or less.

Basis of Bearings:

The line between the southeast property corner of Tax Lot 8492 and the southwest property corner of Tax Lot 8492 bears S 89°10'16" W per Record of Survey, Instrument No. 652396, records of Blaine County, Idaho.

See exhibit map attached hereto and made a part of this legal description.

END OF DESCRIPTION



EXHIBIT B

GALENA-BENCHMARK ENGINEERING

ENGINEERING, PLANNING, SURVEYING & MAPPING

PO Box 733: 100 Bell Drive Ketchum, Idaho 83340

208-726-9512 : info@galena-benchmark.com

TAX LOT 8492 LEGAL DESCRIPTION – PROPERTY BOUNDARY

A parcel of land located within Section 18, Township 4 North, Range 18 East, B.M., City of Ketchum, Blaine County, Idaho, also being Tax Lot 8492. The following described parcel is the full and complete parcel previously known as Tax Lot 2246 as shown on the Record of Survey of Tax Lots 8265, 2241, 2246, and Parcel 1, Shelby Dukes Line Shift, Instrument No. 652396, records of Blaine County, Idaho. Said parcel of land being more particularly described by metes and bounds per the aforementioned Record of Survey as follows:

Commencing at a 5/8" rebar marking the southwest corner of Tax Lot 8492; said point being the <u>True Point of Beginning</u>:

Thence along the westerly property line, N 00°49'14" W, 82.52 feet, to a 5/8" rebar marking the northwest property corner;

Thence along the northerly property line, N 89°14'46" E, 132.00 feet, to a 1/2" rebar marking the northeast property corner;

Thence along the easterly property line, S 00°55'04" E, 82.35 feet, to a 1/2" rebar marking the southeast property corner;

Thence along the southerly property line, \$ 89°10'16" W, 132.14 feet to the True Point of Beginning.

Described area containing 10,887 sq. ft. more or less.

Basis of Bearings:

The line between Blaine County GIS Point "K1ST-3RD" and Blaine County GIS Point "K2ND-8TH" bears N 32°47'06" W per Record of Survey, Instrument No. 652396, records of Blaine County, Idaho.

See Record of Survey of Tax Lots 8265, 2241, 2246, and Parcel 1, Shelby Dukes Line Shift, Instrument No. 652396, Records of Blaine County, attached hereto and made a part of this legal description.

END OF DESCRIPTION





City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date:

February 20, 2024

Staff
Member/Dept:

Carissa Connelly/Housing Department

Agenda Item:

Recommendation to approve 24064 contract for services with Blaine County

Charitable Fund

Recommended Motion:

I move to approve Contract 24064 with Blaine County Charitable Fund for emergency housing assistance

Reasons for Recommendation:

- Ketchum's Housing Action Plan identified, and learnings since continue to confirm the need for, the goal to expand + improve services to create housing stability
- Blaine County Charitable Fund provides a much-needed service to vulnerable households, providing financial assistance to avoid displacement and/or access a new home

Policy Analysis and Background:

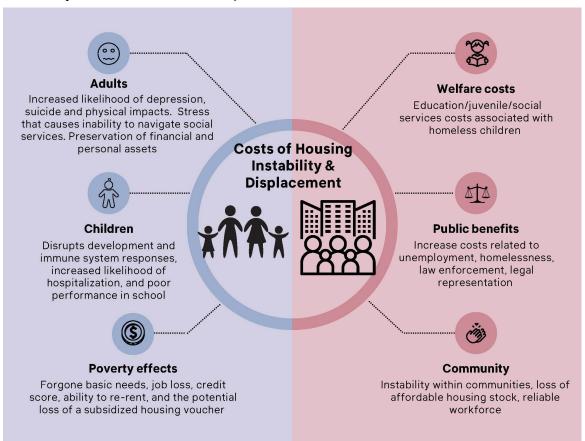
Goal 3: Expand + Improve Services to Create Housing Stability. Address immediate needs of unhoused and people at risk of displacement in our community. Integrate, improve and expand supportive services, rapidly rehouse, and prevent future displacement throughout the region.

Blaine County Charitable Fund creates stability & resiliency through intervention of financial assistance in conjunction with supporting households working towards greater financial stability. Individuals that live and/or work in Blaine County can apply for emergency rental assistance, 1st/last/deposit assistance, emergency housing assistance, gas/grocery cards, and other rapid relief funds to address an unforeseen critical need.

The funds allocated in the housing budget for emergency housing assistance is specifically for households at risk of displacement or having difficulty accessing a home. Such assistance can be used for covering what the household can afford and rent or hotel room costs (including utilities), first month's rent, last month's rent, security deposits, application fees, and any other support related to providing a warm, safe place to stay.

Potential impact

The stress of homelessness and of living in the elements risks families physical and mental health, worker productivity, and childhood development.



When Blaine County Charitable Fund covers emergency rental assistance, the average payment is \$1,150 per household. The \$50,000 budgeted for this service could enable about 44 households to remain in their homes when experiencing a substantial emergency. This does not include the assistance they provide for security deposits, first and last month's rent.

Financial Impact:

4200 Professional Services, previously in Housing Department budget

Attachments:

- 1. Contract for Services
- 2. Purchase Order 24064

CONTRACT FOR SERVICES AGREEMENT 24064 WITH BLAINE COUNTY CHARITABLE FUND

THIS AGREEMENT is made and entered into this day of, 2024, by and between the CITY OF KETCHUM, IDAHO, a municipal corporation ("Ketchum") and the BLAINE COUNTY CHARITABLE FUND, an Idaho non-profit corporation ("BCCF").			
FINDING	GS		
Ketchum is a municipal corporation the State of Idaho.	duly organized and existing under the laws of		
2. BCCF is an Idaho non-profit corpor of the State of Idaho.	ation organized and operating under the laws		
3. BCCF proposes to provide emerger income households in Blaine County. BCCF will per as Exhibit A.	ncy financial assistance to low- and moderate- form the Scope of Services, as attached hereto		
4. Ketchum has appropriated funds fo to enter into an Agreement with BCCF to provide s	r the proposed Scope of Services and desires such Services ashereinafter provided.		
NOW, THEREFORE, the parties agree as fol	llows:		
1. SERVICES; PAYMENT. BCCF agrees to provide the attached as Exhibit A and incorporated herein by refer will pay and/or contribute to BCCF in the amount of States.	erence. In exchange for the Services, Ketchum		
2. TERM. The term of this Agreement will commence on, 2024 and end on September 30, 2024. Unless otherwise amended, extended, or terminated in writing, and upon appropriations by Ketchum as is solely in Ketchum's discretion and is not pre-committed, the Agreement will renew for successive one-year terms.			
3. REPORTING. BCCF will report quarterly in writ Housing Director on the progress of work under the	•		
5. NOTICES. All notices to be served pursuant to the parties at the following addresses:	this Agreement will be sent by general mail to		
City Administrator City of Ketchum	Executive Director Blaine County Charitable Fund		

PO Box 265 Hailey, ID 83333

Post Office Box 2315

Ketchum, ID83340

84

- **6. EQUAL EMPLOYMENT OPPORTUNITY.** Ketchum and BCCF covenant and agree that they shall not discriminate against any employee or applicant for employment because of race, religion, color, sex or national origin.
- 7. TERMINATION. Notwithstanding any contrary provision of this Agreement, either party may terminate this Agreement effective upon thirty (30) days written notice to the other for any reason or no reason. In addition, the parties agree that in the event BCCF fails, refuses or is unable to provide the services set forth hereinabove, the same shall constitute a default under the terms of this Agreement, and that Ketchum shall have the power to terminate this Agreement upon two (2) days' written notice to BCCF. Furthermore, this Agreement shall be terminable by Ketchum upon five (S) days' written notice if BCCF is adjudicated bankrupt, or subject to the appointment of a receiver, or has any of its property attached, or becomes insolvent, or is unable to pay its debts as the same become due.
- 8. INDEPENDENT CONTRACTOR. BCCF performs the Services hereunder solely and exclusively as an independent contractor. BCCF is not an employee, servant, agent, partner, or joint venture of Ketchum. Ketchum will establish the Services to be done by BCCF, but BCCF will determine the means by which it accomplishes the work specified. This Agreement shall not be construed to create or establish any employee-employee relationship between the Ketchum and BCCF or make BCCF eligible for any Ketchum employment benefits. BCCF is solely responsible for all withholding and payment of all applicable federal, state, and local income or payroll taxes of any kind.
- **9. NONASSIGNMENT.** This Agreement, in whole or in part, shall not be assigned or transferred by a Party to any other individual or entity except upon the prior written consent of the other Party.
- **10. HOLD HARMLESS AGREEMENT.** BCCF releases, holds harmless, and agrees to indemnify Ketchum from and against all claims, suits, damages (including, without limitation, damages to persons and property including deaths, and all tax responsibilities), costs, losses, and expenses, in any manner related to or arising from the acts or omissions of BCCF, its managers, members, directors, officers, shareholders, agents, and employees. Ketchum will be solely responsible and liable for the action of Ketchum's officials and employees acting in their official capacity.
- 11. ENTIRE AGREEMENT. This Agreement contains the entire agreement between the parties hereto and shall not be modified or changed in any manner, except by prior written agreement executed by the parties hereto. If any term or provision of this Agreement or application thereof shall be declared invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby and shall remain in full force and effect.
- **12. SUCCESSION.** This Agreement shall be binding upon all successors in interest of either party hereto.

13. LAW OF IDAHO. This Agreement shall be construed in accordance with the laws of the State of Idaho.

 $IN\,WITNESS\,WHEREOF, the\,\,parties\,here to\,have\,caused\,this\,Agreement\,to\,be\,executed\,on\,the\,\,day\,\,and\,\,years\,\,first\,\,written\,above.$

BLAINE COUNTY CHARITABLE FUND	CITY OF KETCHUM	
Ву	Ву	
Kevin Jones Co-Chair	 Neil Bradshaw Mayor	
ATTEST	ATTEST:	
Ву	Ву	
Mary Fauth	Trent Donat	
Executive Director	City Clerk	

EXHIBIT A

Goal 3 of Ketchum's Housing Action Plan: Expand + improve services to create housing stability. Address immediate needs of unhoused and people at risk of displacement in our community. Integrate, improve and expand supportive services, rapidly rehouse, and prevent future displacement throughout the region.

Services to be performed: Provision of emergency financial assistance to households at risk of displacement or having difficulty accessing a home. Such assistance can be used for covering the difference between what the household can afford and rent or hotel room costs (including utilities), first month's rent, last month's rent, security deposits, application fees, and any other support related to providing a warm, safe place to stay.



CITY OF KETCHUM

PO BOX 2315 * 191 5TH ST. * KETCHUM, ID 83340 Administration 208-726-3841 (fax) 208-726-8234

PURCHASE ORDER BUDGETED ITEM? ___Yes ___No

PURCHASE ORDER - NUMBER: 24064

10.

5941

BLAINE COUNTY CHARITABLE FUND INC PO BOX 265

HAILEY ID 83333

Ship to:

CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340

P. O. Date	Created By	Requested By	Department	Req Number	Terms
02/02/2024	КСНОМА	КСНОМА		0	

Quantity	Description		Unit Price	Total
1.00	RENTAL ASSISTANCE	54-4410-4200	50,000.00	50,000.00
		SHIPPING &	k HANDLING	0.00
		TOTAL P	O AMOUNT	50,000.00

WHITE PETERSON

ATTORNEYS AT LAW

KELSY R. BRIGGS MARC J. BYBEE WM. F. GIGRAY, III DANIEL W. GOODMAN MATTHEW A. JOHNSON JACOB M. JONES WILLIAM F. NICHOLS * WHITE, PETERSON, GIGRAY & NICHOLS, P.A.
CANYON PARK AT THE IDAHO CENTER
5700 E. FRANKLIN RD., SUITE 200
NAMPA, IDAHO 83687-7901

TEL (208) 466-9272 FAX (208) 466-4405

EMAIL: mjohnson@whitepeterson.com

February 20, 2024

BRIAN T. O'BANNON *
PHILIP A. PETERSON
WILLIAM L. PUNKONEY

TERRENCE R. WHITE
OF COUNSEL
WILLIAM F. "BUD" YOST
OF COUNSEL

* Also admitted in OR

To: City Council, City of Ketchum

From: Matthew Johnson, City Attorney

Re: 180 Leadville, LLC, Administrative Appeal of HPC Determination – Scheduling Order

Recommended Motion: I move to approve the Scheduling Order and Notice as presented.

Background:

This is a procedural step for the City to process an administrative appeal filed with respect to a demolition/alteration permit determination of the Historic Preservation Commission (HPC).

Under Ketchum Municipal Code § 17.20.030(F), an HPC decision on a demolition or alteration permit may be appealed to the City Council in the same manner as a Planning and Zoning Commission decision under KMC §17.144. Under Ketchum Municipal Code §17.144.020, the Council orders a hearing date for the administrative appeal and also accepts certain procedural steps, all of which are specified in the attached Order.

This is an administrative appeal hearing where the Council will sit in a quasi-judicial role in review of the HPC decision below. There will be oral arguments by the parties, but there is no public hearing and public comments will not be taken. Council will have full discretion to ask questions of the parties, staff, and/or city attorney as we needed.

The Council will be provided the briefs/memos of the parties, as well as the record including transcripts if applicable.

I will be available at the February 20, 2024 Council meeting to answer any additional questions on procedure that may arise in connection with the Scheduling Order. Questions or concerns on the substance of the administrative appeal should be reserved for the March 18, 2024 hearing.



SCHEDULING ORDER AND NOTICE Administrative Appeal: H23-084 Appellant: 180 Leadville, LLC

An administrative appeal was filed by 180 Leadville, LLC, (Applicant/Appellant), with respect to the above-referenced application and associated Historic Preservation Commission (HPC) Determination, dated November 7, 2023. The administrative appeal of the HPC Determination to the City Council was timely filed. The administrative appeal was filed pursuant to Ketchum Municipal Code 17.20.030(F) and 17.144.020.

The City Council hereby finds and orders that:

- 1. The Planning and Zoning Director has certified and reported that the procedural requirements have been met. KMC 17.144.020(A).
- 2. A record of the proceeding has been prepared and is accepted by the Council. KMC 17.144.020(A).
- 3. Verbatim transcripts of the proceedings have been prepared at the Appellant's expense and transmitted to the Council, which accepts and incorporates such into the record of proceedings. KMC 17.144.020(A).
- 4. Hearing Date: This matter is set for hearing before the City Council at its regular meeting and location on March 18, 2024. KMC 17.144.020(B).
- 5. Briefing Schedule: Appellant is to submit any brief or memorandum in support of the appeal by 5:00 p.m. on *March 1, 2024*. A response brief or memorandum, if desired, is to be submitted by 5:00 p.m. on *March 8, 2024*. A reply brief, if desired by Appellant, is to be submitted by 5:00 p.m. on *March 13, 2024*. All briefs/memos are to be sent to the parties to the administrative appeal, Planning Director, and the City Attorney. Electronic delivery of documents will be sufficient.
- 6. Council Review Authority: "Upon hearing the appeal, the Council shall consider only matters which were previously considered by the Commission as evidenced by the record, the order, requirement, decision or determination of the Commission and the notice of appeal, together with oral presentation and written legal arguments by the appellant, the applicant, if different than the appellant, and the Commission and/or staff representing the Commission. The council shall not consider any new facts or evidence at this point. The council may affirm, reverse or modify, in whole or in part, the order, requirement, decision or determination of the Commission. Furthermore, the council may remand the application to the Commission for further consideration with regard to specific criteria stated by the council." KMC 17.144.020(C).

hearing. All parties, the HPC, and any affected party of record have a right to request and/or will be provided a copy of the decision. KMC 17.144.020(B)&(D).
Date of Order: February 20, 2024.
Neil Bradshaw, Mayor
ATTEST
Trent Donat, City Clerk

7. Decision: A written decision will be entered within 30 days of conclusion of the appeal



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Dat	e: 8/21/2023 Staff Member/Dept: Kelsie Choma – Treasury
Agenda Item	n: Recommendation to Approve Alcohol Beverage License
Recommend	
I move to ap	prove Alcohol Beverage License for the applicant included in the staff report.
Reasons for	Recommendation:
• Ketcl	hum Municipal Code requires certain licenses to sell liquor, beer or wine.
• The a	attached application is for the period of February 13, 2024 – August 31, 2024
• Cour	ncil approval is requested to complete the process of issuing such beer, wine and liquor licenses
Policy Analy	sis and Background (non-consent items only):
In accordance	ce with Municipal Code 5.04.020, Alcoholic Beverage Sales, it is unlawful for any person to sell
•	or wine at retail or by the drink within the City without certain licenses as required pursuant to
	67. All City licenses for liquor, beer, and wine expire annually and require renewal by September
	inesses will be vending beer, wine and liquor on premise (wine is included in the liquor fees) and
not to be co	nsumed on premise, per application.
Currontly th	as following businesses have filed for their license and Council approval is requested to
• •	ne following businesses have filed for their license and Council approval is requested to e process of issuing such beer, wine and liquor licenses.
complete th	e process of issuing such beer, wife and fiquor ficenses.
Custainahilit	Imamont.
Sustainabilit None	y impact:
None	
Financial Im	pact:
Revenue:	The City will realize a revenue of \$3,600.00 from approval of these licenses in accordance with
	the current fee structure.
Attachment	
	e of License
2. Beer	, Wine & Liquor-by-the-Drink License Application

Company	Beer Consumed on Premises	Beer Not to be Consumed on Premises	Wine Consumed on Premises	Wine Not to be Consumed on Premises	<u>Liquor</u>	Total Amount of Fees Paid
Roadbars, DBA Ramen Cowboy	x	X	x	x		\$650.00



City of Ketchum

Beer, Wine & Liquor-by-the Drink License Application

Submit completed application by e-mail and fees by check or cash to the City Clerk Office, PO Box 2315, 191 W. 5th St, Ketchum, ID 83340. If renewing, you may pay online at xpressbillpay.com. For questions, please e-mail finance@ketchumidaho.org or call (208) 726-3841.

APPLICANT INFORMATION				
Applicant Name: Roadbars LLC	Doing Business As: Ramen Cowboy			
Physical Address where license will be displayed: 640 I	N Main St Suite 2 Ketchum ID 83340			
Mailing Address: 711 N Main Street				
Recorded Owner of Property: Ketchum & Mustard	dLC			
Applicant Phone Number: 415-671-9920	Applicant Email: hello@roadbars.com			
STATE LICENSE NO: 32307 (copy required)	COUNTY LICENSE NO: 120 (copy required)			
Corporation:	List names and addresses of corporation officers and/or partners:			
Partnership:				
Individual:				
If Applicant is a Partnership or Corporation, is the corporation authorized to do business in Idaho?				
Yes No				
BEER LICENSE FEES				
X Draft or Bottled or Canned Beer to be consume	ed on premises \$200.00			
X Bottled or Canned Beer NOT to be consumed or				
WINE LICENSE FEES				
X Wine, to be consumed on premises	\$200.00			
X Wine, NOT to be consumed on premises	\$200.00			
LIQUOR LICENSE FEES				
Liquor by the Drink (Note: Liquor fee includes v	wine) \$560.00			
	\$ 490.00 (05) 00			
356.16.	Total Fees Due \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$			
ADDITIONAL INFORMATION				
Has the applicant, any partners of the applicant, any member of the applying partnership, the active manager of the applying				
partnership or any officer of the applying corporation been convicted of a violation of any law of the State of Idaho, or any				
other state, or of the United States regulating, governing, or prohibiting the sale of alcoholic beverages or intoxication liquor, and has any one of them within the last three years forfeited or suffered the forfeiture of a bond for his/her appearance to				
answer charges of any such violation? Yes No				
	Linear Li			
Has the applicant or any partner or actual active manager or officer of the applicant been convicted of any felony within the				
last five years? Yes No) Laurence			

Applicant agrees to observe all City ordinances, laws and conditions imposed. Applicant agrees to defend, hold harmless and indemnify the City of Ketchum, its officers and employees from all liability claims, suits and costs arising from incidents or accidents occurring under this permit. Applicant certifies that s/he has read and examined this application and that all information contained herein is true and correct.

The undersigned hereby acknowledges and consents that the License(s) requested are subject to the provisions of the Ketchum Municipal Code, Title 5, Chapter 5.04 (amended by Ordinance 882), City of Ketchum, Idaho, Blaine County.

Collin	owner/manager
Applicant Signature $1/4/24$	Relation to Business
Date	
City Clerk or Deputy Signature	
Date Received: 2 1 24 License Fee Paid:	LUSE ONLY 255 16 124 Ed License No: 2236 A ual X, does hereby make application for a license to sell 2024
Mayor	

Cycle Tracking Number: 147222

Idaho State Police

Premises Number: 5B-32307 Retail Alcohol Beverage License

License Year: 2024

License Number: 32307

This is to certify, that Roadbars LLC

doing business as: Ramen Cowboy

is licensed to sell alcoholic beverages as stated below at:

640 N Main St Suite 2, Ketchum, Blaine County

Acceptance of a license by a retailer shall constitute knowledge of and agreement to operate by and in accordance to the Alcohol Beverage Code, Title 23. Only the licensee herein specified shall use this license.

County and city licenses are also required in order to operate.

Liquor No

Beer Yes \$20.00
Wine by the bottle Yes \$20.00

Wine by the bottle Yes \$20.00 Wine by the glass Yes \$20.00

Kegs to go No Growlers No

Restaurant Yes \$0.00

On-premises consumption Yes \$0.00

Multipurpose arena No Plaza No

TOTAL FEE: \$60.00

Signature of Licensee, Corporate Officer, LLC Member or Partner

ROADBARS LLC RAMEN COWBOY 711 N MAIN ST

BELLEVUE, ID 83313

Mailing Address

License Valid: 01

01/15/2024 - 07/31/2024

Expires: 07/31/2024

XII WIS

Director of Idaho State Police

2024 **BLAINE COUNTY** No. 120 STATE OF IDAHO RETAIL ALCOHOLIC BEVERAGE LICENSE THIS IS TO CERTIFY THAT ROADBARS LLC doing business as RAMEN COWBOY 540 N MAIN ST SUITE 2, KETCHUM, ID 83340 a(n) ______, is licensed to sell Alcoholic Beverages as stated below, subject to the provisions of Chapters 23-903 and 23-916 Idaho Code Annotated, and the laws of the State of Idaho, Municipal Ordinances, and the regulations of the Commissioner in regard to sale of Alcoholic Beverages and the resolution passed by the Commissioners of said County, on file in the office of the Clerk of the Board at the Blaine County Courthouse, Hailey, Idaho. dated: Beer: 12/16/1946 Retail Liquor: 06/27/1947 Retail Wine: 04/12/1947 Wine By Drink: 06/11/1973. 60.00 Draught Beer (includes bottled, canned and retail) Bottled or Canned Beer to be Signature of Licensee or Officer of Corporation consumed on premises This license is TRANSFERABLE and EXPIRES 07/31/2024. Bottled or Canned Beer not to be consumed on premises Witness my hand and seal this 8th day of August, 2023. Retail Liquor-Retail Wine Wine by the Drink Chairman Special Wine (Sunday) TOTAL FEE: Clerk of the Board of County Commissioners Commissioner

(This license must be conspicuously displayed)



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: February 16, 2024 Staff Member/Dept: Ben Whipple - Administration

Agenda Item: Main Street Rehabilitation Project - recommendation to approve Task Order Three with Jacobs

Engineering for 90% -100% design services and conformed drawings

Recommended Motion:

"I move to approve Task Order Three/Purchase Order #24066 with Jacobs Engineering for 90%-100% Design Services and Conformed Drawings for the Main St Improvement Project."

Reasons for Recommendation:

- With the completion of City approved Task Order Two, which took this project to the 90% design phase, Task Order Three will take Jacob's design services to the 100% design milestone while also including "Conformed Drawings" that are co-authored with the winning General Contractor.
- At the end of 90% design phase and with the approval of City Council, the project will go out to bid and include contractor input for the remaining 10% of design.
- Included in this is Jacob's subcontractor work: GGLO and HDR for streetscape design finalization and turn lane/signal configuration studies respectively
- The project team completed multiple presentations to City Council, KURA as well as the public on all aspects included in this design finalization. This includes, but not limited to, the following: Streetscape, Lane Configuration, Bike/Pedestrian Accommodation and Safety, Businesses Coordination.
- When an approved, winning General contractor is informally selected the project team will hold a council meeting for further approval of the project to Go-Live.

Policy Analysis and Background (non-consent items only):

Sustainability Impact:

No direct impact. Staff will continue to work with Jacobs to incorporate the use of green stormwater practices (e.g. silva cells) into the design as well as energy efficient pedestrian and streetlights.

Financial Impact:

This is a state of the state of		
None OR Adequate funds exist in account:	Purchase Order is for NTE amount of \$342,640.	
·	Adequate funds exist within the Main St Rehab account of	
	which ITD contributed \$500,000 to the design phase	

Attachments:

- 1. Jacobs TO3 Scope of Services Amendment 2 Conformed Drawings Feb 16 2024
- 2. Purchase Order for Jacobs Engineering #24066

Task Order 3 Amendment 2 - Scope of Services

CONFORMED DRAWINGS PHASE Main Street Rehabilitation – River Street to 10th Street

This document will cover the effort necessary to provide Additional Services not previously identified, associated with the Conformed Drawings, Bidding and Award period, and Public Involvement effort for the roadway rehabilitation of Main Street from River Street to 10th Street. It covers the work necessary to achieve final design drawing plans and incorporates the final design drawings for Streetscape work by GGLO, scope attached to this document as an Attachment. This Amendment also covers Traffic Modeling work developed by HDR and included as an Attachment. This task does not cover services during construction beyond the Recommendation of Award to the Council March 21, 2024.

All coordination with the City of Ketchum shall follow the Project Execution Plan.

Task Order Team:

Project Manager: Betsy Roberts

Design Quality Manager: Heather Carroll

Construction Quality Manager/Project Controls: Travis Casch

Design Manager: Amanda Thompson

Civil Lead: Mateo Franzoia Traffic Lead: Mike Heugh

Geotechnical Lead: Greg Fischer

Environmental Lead: Gretchen Herron
Construction Manager: Dustin Commons

Principal In Charge: John Barker

Background

This 2nd Amendment for the Ketchum Main Street Rehabilitation Project covers out of scope items from the 90% Design effort as well as the effort to complete the Bidding & Award phase and development of the Conformed drawing package.

Subconsultants

Two subconsultants are included in this 2nd Amendment:

- GGLO providing Streetscape, Arts & History support
- HDR providing additional traffic modeling support

Both scopes of work are provided as Attachments at the end of this Scope of Work.

Overall Project Assumptions:

- Scope excludes Geotechnical Engineering investigation. Geotechnical analysis of the existing report provided by ITD will be reviewed; it is assumed pavement sections are provided in the report.

 Jacobs will develop drawing details for inclusion into the construction package.
- In general, final surface elevation of the road will not change, except to improve drainage, to
 provide acceptable slopes where lane widths are changing being added and as needed at the raised
 intersection.
- New curb and gutter is anticipated for the majority of the length of the project to facilitate minor drainage improvements, accommodate bulb-outs, and as needed to enable widening of the sidewalk. ADA ramps with truncated domes will be developed to meet project design standards.
- The Construction Contractor will be responsible for developing, applying for, and submitting a final Stormwater Pollution and Prevention Plan (SWPPP) to the Idaho DEQ, as necessary.
- All work will be located within existing right-of-way or within an easement secured by the City.
- Specifications for trees, tree cells, grates, light poles, and other street furnishings will be specified by GGLO and incorporated into the construction documents.
- Wayfinding signs are not anticipated.
- Technical specifications will follow ITDs standard specifications and format. Additional specifications will be provided as needed for special engineering construction items (Jacobs) and streetscape portion of work (provided by GGLO).

TASK 1-90% Design Services Out of Scope Effort

Activities: This task covers the scope and effort necessary to conduct items out of scope from the 90% design task order. Those additional items include:

- Additional ROW support for City outreach to business owners (had assumed all work would be in ROW), including area calculations, coordination with GGLO, multiple simple figure development, review and revision based on owner feedback. More time-consuming areas included the Village Market and Veltex due to the creation of multiple options.
- Development of limits and drainage system for Enoteca Boardwalk, requiring additional CAD work and sheet space. Meeting with Enoteca staff and coordination with GGLO.
- Development of concept level design for the North of Town Path including high level cost estimate.
- Meetings and coordination of the Idaho Power redundant line project. Including addition into Construction Sequencing alternatives.
- Meetings and coordination of the water line relocation project, including incorporation into the Construction Sequencing alternatives, providing bid document template, review of drawings and construction package for coordination between projects.
- Meetings and coordination with City and water line relocation engineer regarding the location of existing and proposed irrigation line(s) and proposed connection points

- Additional traffic equipment planning outside of typical ITD standard equipment, including discussions with City of Pocatello, review of several hardware/software packages, and coordination with ITD for confirmation regarding viability.
- Public involvement requiring more detail than typical for construction sequencing; more challenging development including IPCo and waterline as outside contractors. Includes additional construction sequence meeting with Business owners (Feb 8).
- Coordination with HDR for additional traffic modeling required multiple meetings as scope was revised several times.
- Additional design for wiring but not installing push button locations.
- Additional financial support beyond creation of cost tracking tools to include cost phasing support.
- Amanda Thompson took over utility coordination from City Engineer including outreach to each provider, meeting to review overall project and follow-up for coordination of future projects.
- Support for city-wide snowmelt system including contact information, development of locations and coordination with City.
- Significant coordination with GGLO specs, streetscape element location, construction sequencing coordination, and cost estimating.
- Sheet count 90% design estimate was 102, but has grown to 175 (Jacobs sheets)
- Additional multi-modal system analysis included bike crossing opportunities at 2nd Street, 1st and 5th including bike lanes.
- Public scope: Participated in additional Joint Council meetings after bike/ped meeting in January and Feb 20 meeting. Presentation materials included additional boards/figures beyond the original 6 scoped. Multiple versions and revisions required for each public meeting.

Traffic – Initial scope included "Set up, facilitate meeting with ITD and City staff to review traffic scope within ITD boundaries." This effort took significantly more than 1 meeting and additional research.

TASK 2 Review, Advertise, Award, and Contracting

Activities: Effort includes time required to collect, respond to, and incorporate review comments; developing advertisement for bid and facilitating the bid and award period. Specific activities will include:

Review

- Collection of review comments from ITD and City of Ketchum, documenting and responding to all comments
- Incorporation of applicable comments into drawings and specifications
- Meeting to discuss any comments not addressed as commenter anticipated

Advertise and Bid

- Reach out to potential Contractors to inform them of upcoming bid period
- Coordinate the bid document advertisement with City of Ketchum Clerk for the local paper and online via QuestCDN (Jacobs to do online)
- Answer Bidder's questions about the project and submit responses to City of Ketchum to post to QuestCDN
- Develop recommendation of award for City of Ketchum based on Bid review including:
- verification of insurance, contract, bonds, and overall unit costs
- create final paperwork (agreement, bonds, etc) to initiate Conformed Drawing Workshop and construction start up

Award - Council Presentation

- The Jacobs team will work closely with City staff to create a path forward based on the low bid. This can include determining best approach for recommendation of award (what is included and what is not; if included, maybe it still needs modification or minor reductions etc.)
- Financial path forward the Jacobs team will show the anticipated flow of expenditures for City consideration understanding ITD funds are anticipated to arrive July 1

Assumptions:

- Jacobs to load project to QuestCDN for advertisement and posting information
- City of Ketchum will work with local paper for advertisement and post link on City website to OuestCDN
- Bids will be received by Ketchum City Clerk

TASK 3 - Conformed Drawings and Agreement

Activities: This section covers the effort necessary to incorporate 90% Review Comments and take the current set of 175 drawings from 90% to bid and final drawings for use by the contractor as well as to take several elements of work that are currently only conceptually designed to a final design stage.

Extra Work - The elements of work are not part of the Base Bid and require development from concept to final design include:

- Leadville & 5th Street ADA ramp
- o 2nd Street Culinary building sidewalk widening and ramp

Additionally, the incorporation of the 5th Street Infill project into drawings package and contract document will require conversion to ITD specifications and minor modification to CAD drawings to reflect specification units. The work will be reviewed by a Jacobs civil engineer for professional stamping and by a structural engineer to stamp the wall drawings.

Final Design to Conformed Drawing Effort - Effort is required to move the design from 90 to 100%, including such things as final grading in several areas. Final Design will impact all elements of work – roadway, traffic, drainage and specifications. The most significant element of Final Design is creating the Conformed Drawings. To develop Conformed Drawings, we work closely with the selected Contractor to revise or modify elements of the design to result in the best final product for the City; this effort may include revisions based on the overall selection of work to be included (example, some areas of pavers may be left out, or ped lights not included to accommodate available funds – these changes require revisions to the drawings). This can impact a number of sheets as we make changes to reflect most cost-effective design and construction approach. To achieve a final conformed set of drawings, the Jacobs team will meet with the Contractor and City the in a workshop environment to understand where modifications might be most advantageous for the design. The Jacobs team will then revise those elements agreed upon in the workshop, including adjustment of specifications and drawings to reflect changes, revisions, additions, deletions to the bid document to develop a final set of conformed drawings.

Assumptions:

- Conformed Drawing Workshop with Contractor, City of Ketchum staff, GGLO, ITD and up to 3 Jacobs staff on-site for up to 4 hours
- A follow-up conference on-line to coordinate and confirm changes being put into place with City of Ketchum staff, Contractor, GGLO, ITD and Jacobs (up to 2 hours, 3 Jacobs staff)
- Final 1 hour meeting with Contractor, City of Ketchum staff, GGLO ITD and Jacobs (3 staff) to finalize conformed drawing set.
- Changes to the drawings and specifications to be made within 3 weeks of the initial video conference workshop with specific elements being completed more rapidly as agreed to by all parties for immediate contractor use.
- Agreement form will be completed within approximately 1 week of the Conformed Drawing Workshop.
- Jacobs will make all changes to bid documents less those developed by GGLO.
- Changes to the drawings and specifications are assumed to be value engineering in nature not re-design

Deliverables:

- Electronic design deliverables (PDF) will be provided for the Contractor, City of Ketchum, GGLO and ITD consisting final stamped conformed drawings, anticipated to include:

Proposed Sheet List

SHEET TYPE	Conformed Drawings	
	Sheets	
Cover Sheet, Index	1	
Key Map/Survey Control	1	
Index, General Notes and Abbreviations	2	
Summary Sheets	5	

Typical Sections	4
Removal Sheets	22
Plan and Profile Sheets	38
Grading/Staking Sheets	16
Drainage Plan and Profile Sheets	25
Traffic Signal & ITS Sheets	28
Striping/Signing Sheets	10
Detail Sheets	2
Traffic Control Overview	2
Utility Sheets/Drainage	19
TOTAL SHEETS	175

TASK 3 – Construction Phase Public Involvement

Activities:

This effort will include conducting a public meeting with business owners after the Contractor has submitted a Traffic Control Plan; this is anticipated to be early to mid April.

- Development of a roll plot style figure, and approximately 12 intersection/block sheets including traffic issues, as well as another 4 overall Construction sequencing and traffic control sheets.
- Development of simplified, updated construction schedule for use in public meetings.

Assumptions:

 Public Involvement meeting with business owners will include one evening meeting and a lunch time meeting. Up to 2 Jacobs engineering staff will participate as well as in-coming Resident Engineer.

TASK 4 - Project Management

Activities:

- The Project Manager will coordinate closely with the Jacobs team to monitor outstanding issues, schedule impacts, design concerns, and to ensure adherence to the PXP and Team Charter by all partners. Clear, concise communication and proactive culture is essential for project success.
- Project Manager will provide updates for the Monthly Progress as part of the invoice.
- Project Manager will work closely with Design Manager, Design Team, and Design Quality Manager to support successful design.

- PM will lead development of the Conformed Drawings Task effort with City to ensure Scope of Work is reflective of decisions made and is prepared in a timely manner for Council approval and moving immediately into Construction Phase.

Assumptions:

- Duration of project is assumed to be February through April.
- Weekly team meetings will continue requiring up to 4 Jacobs staff per meeting. Meetings are anticipated to last 90 minutes.

Deliverables:

- Invoice information wrapped into Project Manager overall invoices; delivered monthly.
- Final Design Scope of Work.
- Notes from meetings or decision points as appropriate.

PERIOD OF PERFORMANCE: February through April 2024

COMPENSATION:

Total Project Fee Design: \$342,640

Jacobs - \$286,412

GGLO - \$34,000

HDR - \$21,228

This is a Time & Materials, Not-to-Exceed Amount.

ATTACHMENTS: There are two attachments covering scope of work for GGLO and for HDR.



CITY OF KETCHUM

PO BOX 2315 * 191 5TH ST. * KETCHUM, ID 83340 Administration 208-726-3841 (fax) 208-726-8234

PURCHASE ORDER BUDGETED ITEM? ___ Yes ___ No

PURCHASE ORDER - NUMBER: 24066

To:

5737 JACOBS ENGINEERING GROUP, INC. PO BOX 5018713 ST LOUIS MO 63150-8713 Ship to:

CITY OF KETCHUM PO BOX 2315 KETCHUM ID 83340

P. O. Date	Created By	Requested By	Department	Req Number	Terms
02/16/2024	КСНОМА	КСНОМА		0	

Quantity	Description			Unit Price	Total
1.00	MAIN STREET REHABILITATION	03-4193-7135	713501	307,640.00	307,640.00
1.00	MAIN STREET REHABILITATION	03-4193-7135	713502	34,000.00	34,000.00
			SHIPPING	 & HANDLING	0.00
				PO AMOUNT	341,640.00



CITY OF KETCHUM

City Hall
office: 208.726.3841
participate@ketchumidaho.org
P.O. Box 2315, 191 5th Street West, Ketchum, ID 83340
ketchumidaho.org

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: | February 20, 2024

Staff Member/Dept:

Paige Nied, Associate Planner
Planning and Building Department

Agenda Item:

Recommendation to hold a public hearing, conduct the third reading of Ordinance 1253, and adopt Ordinance 1253.

Recommended Motion:

Motion #1: "I move to approve the third reading of Ordinance 1253."

Motion #2: "I move to adopt Ordinance 1253 and read by title only."

Reasons for Recommendation:

- The proposed text amendments to Title 15 are in response to recommendations from the City's new Building Official, an audit of code provisions related to Building Department functions, and to address feedback staff received from the development community. The amendments incorporate best practices, simplify processes, clarify and reorganize existing standards, and add new standards to improve community safety.
- After reviewing the proposed text amendments to Title 15 and staff's analysis, the City Council held a public hearing and approved the first reading of Ordinance 1253 on January 16, 2024, and approved the second reading on February 5, 2024.
- The City Council supported the proposed text amendments and did not request any changes to
 Ordinance 1253 at the first or second reading. No changes to the ordinance have been made by
 staff.

Policy Analysis and Background:

The City Council held a public hearing and conducted the first reading of Ordinance 1253 on January 16, 2024, and the second reading on February 5, 2024. After reviewing the proposed text amendments to Title 15 and staff's analysis, the City Council approved the first and second readings of Ordinance 1253. The City Council did not request any additional information or changes to the ordinance. Therefore, no changes have been made by staff to Ordinance 1253.

For a full review of Ordinance 1253 and staff analysis regarding the proposed text amendments to Title 15, please see the staff report from the January 16th meeting in Attachment 1. The full text of Ordinance 1253 in a clean version can be found in Attachment 2. The redlined version of Ordinance 1253 can be found in Attachment 3.

Staff recommends that the City Council approve the third reading and adopt Ordinance 1253.

Sustainability Impact:

Ordinance 1253 has the potential to forward the City's sustainability goals. Reducing the amount of contractor vehicles permitted on a jobsite would encourage alternatives such as carpooling and public transportation, which could subsequently reduce CO2 emissions from single occupancy trips.

Financial Impact:

None	There is no financial request to the City of Ketchum for	
	Ordinance 1253 and therefore no budget implications.	

Attachments:

- 1. January 16, 2024 City Council Meeting Staff Report: First Reading of Ordinance 1253
- 2. Clean Draft Ordinance 1253
- 3. Redline Draft Ordinance 1253



Attachment 1: January 16, 2024 City Council Staff Report – First Reading of Ordinance 1253



CITY OF KETCHUM

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CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: | January 16, 2024 | Staff Member/Dept: | Paige Nied, Associate Planner

Planning and Building Department

Agenda Item: Recommendation to hold a public hearing and conduct the first reading of Ordinance

1253, amendments to Title 15 of the Ketchum Municipal Code.

Recommended Motion:

"I move to approve the first reading of Ordinance 1253 by title only."

Reasons for Recommendation:

- As part of the Building Department migration, City staff conducted an audit of code provisions
 related to Building Department functions. Staff also received feedback from the development and
 construction community during our bi-annual Development and Construction meeting of items that
 needed to be clarified for a smooth transition. All proposed changes were distributed to the
 Technical Advisory Group (TAG) and other construction and development stakeholders for review
 and comment.
- Removal of the building permit expiration amendments (Ordinance 1217, adopted in 2021) to align
 with the City-adopted International Building Code and International Residential Code will simplify
 the requirements and reflect industry standard best practices.
- Providing the Building Official authority to approve an extension of the maximum project duration on a case-by-case basis will provide flexibility for large scale projects and reduce administrative processing time at the end of construction projects.
- Reorganizing and clarifying the construction activity standards will increase readability and address feedback the City received.
- Additional construction activity standards will improve construction site safety for the general public.

Policy Analysis and Background:

The impetus for Ordinance 1253 stems from the need to clarify and enhance Sections 15.04.020 and 15.06.030 within Title 15 of the Ketchum Municipal Code identified during the Building Department migration process. As part of this process, staff received recommendations from the City's new contracted Building Official and feedback from stakeholders during the bi-annual Development and Construction meeting. Staff believes it important to address feedback the City has received, as we have committed to the smoothest Building Department transition possible which includes clear process expectations and consistency of requirements. By refining and clarifying these sections of Title 15, the goal is to create a more user-friendly code for both the public and City staff to ensure consistency in plan review comments and clear expectations for construction timelines. Ordinance 1253 incorporates amendments to two sections of Title 15, Section 15.04.020 – Amendments and Section 15.06.030 – Construction Activity Standards and

Plan. A redlined version of the ordinance and a clean version of the ordinance can be found in Attachments 1 and 2 respectively.

Section 15.04.020 - Amendments

The first revision includes removing the City's building permit expiration amendment and reverting to the building permit expiration provisions of the City-adopted International Building Code (IBC) and International Residential Code (IRC). During internal discussions between staff and the new Building Official, staff was advised that aligning with the IBC and IRC for building permit expiration is best practice. The removal of the building permit expiration amendments aims to increase public understanding and promote clarity by reflecting the regulations of the City-adopted building codes.

The second revision to this section includes an amendment to the maximum project duration provision. Currently, the KMC imposes a maximum project duration of three years with no extension ability. However, the City has had instances of large-scale projects, such as mixed-use and multi-family developments, where completion within that timeframe is challenging because of supply chain issues and delays with subcontractors. Historically, applicants of such projects have worked with staff to establish a suitable timeframe for completion. The proposed text amendment mirrors the existing process for granting an extension by introducing language that authorizes the Building Official to provide written approval for extended timeframes on large scale projects. Approval would be granted on a case-by-case basis only for unique circumstances. For projects that do not receive approval for an extended timeframe, after three years the building permit is considered null and void and the applicant must reapply for a new building permit for the remaining work. The proposed amendment also includes added language which states that the new building permit is subject to current City-adopted building codes. In the event that the City has adopted new versions of building codes during that duration of time, the new building permit must comply with the current adopted building codes rather than the building code that the previous building permit was approved under.

Section 15.06.030 – Construction Activity Standards and Plan

In November, the City received feedback from the development and construction community during our biannual Development and Construction meeting indicating inconsistencies in plan reviewer comments on construction activity plans (CAP) from various departments and that the requirements of CAPs lack clarity. In an effort to provide more consistency and clarity in the CAP standards, Planning staff collaborated with the City Engineer, Streets Department, and Fire Department to clarify existing standards and develop new standards. The new standards are reflective of issues that staff must often manage around during a construction project, such as removing fence screening on street corners for visibility and contractor parking. Additionally, to ensure the proposed amendments adequately incorporated the feedback received, the draft of the revised CAP standards was shared with members of the TAG and contractor community for their input. Subsequently, the proposed amendments underwent further modifications to address the feedback received on the draft. The amendments aim to have a proactive approach to address all major issues on the front end by clarifying, strengthening, and reorganizing the standards, thereby enhancing the code's readability. In conjunction with the changes to the code, staff made internal process improvements to who is commenting on CAPs to reduce issues of inconsistency. In addition to achieving the stated goals of the cleanup, staff believe the changes will ultimately result in increased safety for the community.

Some notable enhancements to the CAP standards include:

- Specifying when a standard must be notated or depicted on the CAP itself.
- Added standards related to emergency access.
- Added language for corner lot screening and visibility.

- Added language related to snow removal.
- Changed the maximum number of onsite contractor vehicle parking.
- Clarified right-of-way conditions and uses.
- Clarified the project noticing requirements.

Next Steps

Staff believes that the proposed changes to Title 15 provide clear process expectations and consistency of requirements, thus fostering a more harmonious Building Department transition. Therefore, staff recommend the City Council approve the first reading of Ordinance 1253. If the first reading is approved, the second and third readings would be held during the following subsequent meetings of February 5th and 20th, unless the City Council determines that readings should be consolidated.

Sustainability Impact:

Ordinance 1253 has the potential to forward the City's sustainability goals. Reducing the amount of contractor vehicles permitted on a jobsite would encourage alternatives such as carpooling and public transportation, which could subsequently reduce CO2 emissions from single occupancy trips.

Financial Impact:

None	There is no financial request to the City of Ketchum fo	
	Ordinance 1253 and therefore no budget implications.	

Attachments:

Redline – Draft Ordinance 1253
 Clean – Draft Ordinance 1253



Attachment 2: Clean – Draft Ordinance 1253

ORDINANCE NO. 1253

AN ORDINANCE OF THE CITY OF KETCHUM, BLAINE COUNTY, IDAHO, AMENDING TITLE 15 – BUILDINGS AND CONSTRUCTION, SECTION 15.04.020: AMENDMENTS, TO REMOVE THE BUILDING PERMIT EXPIRATION REQUIREMENTS AND TO AMEND THE MAXIMUM PROJECT DURATION PROVISION; AND SECTION 15.06.030: CONSTRUCTION ACTIVITY STANDARDS AND PLAN, TO CLARIFY THE STANDARDS AND ADD NEW CONSTRUCTION STANDARDS; PROVIDING A SAVINGS AND SEVERABILITY CLAUSE, PROVIDING A REPEALER CLAUSE; PROVIDING FOR PUBLICATION BY SUMMARY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Ketchum, pursuant to Idaho Code §39-4116(2) and as a local government that issues building permits and performs building code enforcement activities, adopted the International Building Code and International Residential Code as published by the International Code Council and amended by the Idaho building code board through the negotiated rule making process;

WHEREAS, the City of Ketchum (the "City"), pursuant to Idaho Code §39-4116(4), may amend the adopted codes or provisions of the above referenced codes to reflect local concerns, if such amendments establish at least an equivalent level of protection. §39-4116(4)(e);

WHEREAS, the City, pursuant to Idaho Code §31-714 "... may pass all ordinances and rules and make all regulations, not repugnant to law, necessary for carrying into effect or discharging the powers and duties conferred by the laws of the state of Idaho, and such as are necessary or proper to provide for the safety, promote the health and prosperity, peace and good order, comfort and convenience of the county and the inhabitants thereof, and for the protection of property therein...";

WHEREAS, City Departments collaborated to conduct an audit of code provisions pertaining to Building Department functions to identify amendments to clarify the requirements and reduce inconsistencies;

WHEREAS, the City received feedback from the Technical Advisory Group (TAG) and from members of the contractor community on the proposed amendments;

WHEREAS, the City Council held a public hearing on to review the ordinance and information;
WHEREAS, the City Council held three readings of Ordinance 1253 on, and, resulting in approval of this ordinance;
WHEREAS, the City Council hearings were duly noticed per the requirements of Idaho

Code Section 67-6509; and

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF KETCHUM

SECTION 1. AMENDMENTS TO SECTION 15.04.020.A.3.c – 105.5 EXPIRATION

c. Section 105.5 Expiration. is amended as follows:

Section 105.5 Expiration

1. Maximum Project Duration. Under no circumstances may any project exceed three (3) years of construction activity from the date the building permit was issued, unless otherwise agreed upon in writing by the Building Official. After three (3) years, a building permit shall be considered null and void and the applicant shall reapply for a new building permit for the unfinished portions of the project and shall pay all applicable fees. The new building permit shall be subject to the current City adopted building codes.

SECTION 2. AMENDMENTS TO SECTION 15.04.020.B.2.b -- R105.5 PERMITS

- b. Section R105.5 Permits. is amended as follows:
 - 1. Maximum Project Duration. Under no circumstances may any project exceed three (3) years of construction activity from the date the building permit was issued, unless otherwise agreed upon in writing by the Building Official. After three (3) years, a building permit shall be considered null and void and the applicant shall reapply for a new building permit for the unfinished portions of the project and shall pay all applicable fees. The new building permit shall be subject to the current City adopted building codes.

SECTION 3. AMENDMENTS TO SECTION 15.06.030: CONSTRUCTION ACTIVITY STANDARDS AND PLAN.

Prior to the issuance of any building permit for any project subject to section 15.06.020 of this chapter, the building permit application shall include a construction activity plan and/or narrative prepared by the general contractor or permit holder. At all times until the final certificate of occupancy or certificate of completion is issued for such project, the general contractor or permit holder shall ensure that all work performed on the project and all materials and equipment delivered to the project comply with the construction activity standards established in this Code and in the approved construction activity plan. Without limitation, the construction activity plan shall address the impacts of all of the following activities as applicable:

A. General information.

- 1. The construction activity plan shall notate that the general contractor or permit holder is responsible for all subcontractors and will be held responsible for all aspects of the construction activity plan.
- 2. The property address shall be placed in such a position to be plainly visible and legible from the road fronting the property. Numbers and letters shall be a minimum of four (4") inches tall, have a minimum half inch (½") brush stroke,

- contrast with their background, and be positioned a minimum of forty-eight inches (48") above final grade.
- 3. Vehicle parking, material storage, dumpsters, job site trailers, and other temporary installations during construction shall not restrict or obstruct emergency access to any building. An approved emergency apparatus access shall be made available and shall be maintained clear and unobstructed. The emergency apparatus access shall be a minimum of 20-feet wide and extend to within 150-feet of all exterior areas of the building(s). During times of construction activities, alterations to the fire apparatus access dimensions may be approved by the Fire Department where the standard dimensions cannot be provided. The designated emergency apparatus access shall be depicted with dimensions on the construction activity plan.
- 4. For projects involving a temporary tower crane, the construction activity plan shall depict the crane's location and swing arc. The crane shall only swing with materials loaded inside of the construction site or areas approved in a Temporary Use of the Right of Way Permit (TURP).
- 5. For projects disrupting public transportation services, the applicant is required to coordinate with the public transit provider and shall submit documentation of the approved temporary condition with the construction activity plan.

B. Excavation.

- 1. Exact amounts of cut and fill in cubic yards, including temporary cuts and backfill, shall be specified on the construction activity plan. For projects that do not involve excavation, the construction activity plan shall notate that there is no cut and fill.
- 2. Stockpile areas within the Ketchum City Limits, on or off site, shall be notated on the construction activity plan.
- 3. Dust, mud, sand, and gravel control is required on all City streets. The construction activity plan shall contain provisions for daily cleaning of vehicles, tires, and affected City streets.
- 4. The construction activity plan shall identify dust abatement practices to be employed.

C. Vehicle parking and traffic control.

- 1. Proposed parking, including the number of vehicles, shall be depicted on the construction activity plan. Parking shall occur on the building site, with secondary parking on the City right-of-way adjacent to the property under construction at the discretion of the City Engineer.
- 2. In cases where parking on both sides of the street would reduce the available travel surface to below 26 feet in width, the construction activity plan shall depict that parking is limited to one side of the street.
- 3. For projects with greater than 5 vehicles daily at the job site, an alternative parking site shall be identified in the construction activity plan. The construction activity plan shall also notate the shuttling plan for projects which utilize an

- alternative parking location offsite. If an applicant can demonstrate that a jobsite is able to accommodate more than 5 vehicles, the City Engineer may approve of more vehicles daily at the job site.
- 4. "No parking" areas shall be identified on the construction activity plan as necessary.
- 5. Temporary traffic control as necessary for materials delivery and hauling shall be shown on the construction activity plan.
- 6. The construction activity plan shall notate that speed limits for construction vehicles shall be limited to 15 miles per hour within one block of a construction site, unless otherwise determined by the Ketchum Police Department.

D. Material storage/deliveries.

- 1. All material storage areas shall be depicted on the construction activity plan. Material storage shall not obstruct visibility within 40 linear feet of street and alley frontage fence corners unless otherwise approved by the City Engineer.
- 2. Delivery truck routes shall be depicted on the construction activity plan. Arterial streets shall be utilized where possible.

E. Temporary restrooms, job shacks, dumpsters.

1. Temporary restrooms, job shacks and dumpsters shall be depicted on the construction activity plan and shall not obstruct visibility within 40 linear feet of street frontage fence corners unless otherwise approved by the City Engineer. If no temporary restroom is proposed, the construction activity plan shall notate that an existing restroom onsite will be utilized.

F. Fence and screening.

- 1. For all projects involving exterior construction and material storage yards, the construction activity plan shall depict a six-foot high construction or temporary fence around the perimeter of the job site.
- 2. The construction activity plan shall indicate a screening material for the construction fence with 85% or greater blockage. Corner lots shall contain no screening within 40 linear feet of street frontage and alley fence corners.
- 3. The construction activity plan shall indicate that fence gates shall not open outward the property.

G. *Use of rights-of-way*.

- 1. Proposed use of the City's right-of-way shall be depicted, with dimensions, on the construction activity plan, and a TURP shall be obtained prior to use of the City's right-of-way. Additional TURPs are required for any use of the right-of-way not depicted on the construction activity plan.
- 2. The condition of the right-of-way shall be documented with photographs and submitted with the construction activity plan. Street Department personnel may conduct a site visit prior to issuance of building permit to verify the condition of the right-of-way. The construction activity plan shall notate that repair of damage

- to the right-of-way shall be the responsibility of the general contractor or permit holder.
- 3. The construction activity plan shall depict the locations of manholes and fire hydrants and notate that they may not be obstructed at any time. Unless otherwise approved by the Fire Department, a minimum 15-foot area on both sides and 3-foot area to the rear of any fire hydrant shall be maintained clear and unobstructed at all times. Construction fencing is not permitted to reduce or restrict access to any fire hydrant without approval from the Fire Department. It is the responsibility of the general contractor or permit holder to remove all snow within thirty-six inches (36") from all sides of any fire hydrant at the construction site.
- 4. The general contractor or permit holder is responsible for all snow removal within the construction fence and barricades. Snow from within construction fences shall not be placed in the right-of-way. The general contractor or permit holder may also be responsible for snow removal in the immediate area surrounding the construction site if City plows cannot safely reach.
- 5. For projects involving sidewalk closures, the construction activity plan shall depict protected pedestrian ADA routes that are a minimum of four feet in width and lined with concrete barriers. The plan shall also indicate the location of the temporary sidewalk closure signage.

H. Noticing.

- 1. Prior to building permit issuance, all properties within a 300-foot radius of the project shall be provided notice of the project, schedule, and the general contractor's contact information. The construction activity plan shall include a copy of the project notice and a list of the properties to be noticed.
- 2. For jobsites adjacent to businesses, signage shall be placed in key areas indicating the business's name and public access point. The construction activity plan shall depict the location and verbiage of the signage.

I. Site clean up.

- 1. The construction activity plan shall notate that the job site shall be kept in a clean and orderly condition. Trash and construction debris shall be picked up on the site and surrounding areas on a daily basis, and materials shall be stored in neat, tidy piles.
- J. Riparian, hillside and tree protection.
 - 1. Riparian, hillside and tree protection measures shall be depicted on the construction activity plan as applicable.
 - 2. The construction activity plan shall depict a silt fence installed along the 25-foot riparian setback to protect the riparian zone from disturbance for the duration of construction.
 - 3. The construction activity plan shall depict the location of trees to be preserved and shall notate that the trees shall be fenced at the drip line for the duration of construction.

- 4. Projects in the Mountain Overlay Zoning District or containing slopes greater than 25 percent shall be fenced pursuant to the design review conditions of approval.
- K. Reseeding of disturbed areas.
 - 1. For projects with design review approval, all disturbed areas shall be returned to a finished condition per the approved landscaping plan prior to issuance of a certificate of occupancy, except as provided for in title 17, chapter 17.96, "Design review", of this Code.
- L. Administrative exemptions.
 - 1. Administrative exemptions may be granted by the Building Official for special circumstances on a case by case basis.

SECTION 4. SAVINGS AND SEVERABILITY CLAUSE. If any section, paragraph, sentence or provision hereof of the application to any particular circumstances shall ever be held invalid or unenforceable, such holding shall not affect the remainder hereof, which shall continue in full force and effect and applicable to all circumstances to which it may validly apply.

SECTION 5. REPEALER CLAUSE. All City of Ketchum Ordinances or parts thereof which are in conflict herewith are hereby repealed.

SECTION 6. PUBLICATION. This Ordinance, or a summary thereof in compliance with Section 50-901A, Idaho Code, substantially in the form annexed hereto as "Exhibit A" shall be published once in the official newspaper of the City, and shall take effect immediately upon its passage, approval, and publication.

SECTION 7. EFFECTIVE DATE. This Ordinance shall be in full force and effect after its passage, approval and publication, according to law.

PASSED BY the CIT day of	Y COUNCIL and APPRO , 2024.	OVED by the MAYO	R of Ketchum, Idal	no, on this
APPROVED BY the 2024.	Mayor of the City of Ketch	hum, Idaho, this	day of	,
		APPROVED:		
		Neil Bradshay	w Mayor	

ATTEST:			
Trent Dona	t. City C	Clerk	

EXHIBIT A

PUBLICATION SUMMARY

ORDINANCE NO. 1253

AN ORDINANCE OF THE CITY OF KETCHUM, BLAINE COUNTY, IDAHO, AMENDING TITLE 15 – BUILDINGS AND CONSTRUCTION, SECTION 15.04.020: AMENDMENTS, TO REMOVE THE BUILDING PERMIT EXPIRATION REQUIREMENTS AND TO AMEND THE MAXIMUM PROJECT DURATION PROVISION; AND SECTION 15.06.030: CONSTRUCTION ACTIVITY STANDARDS AND PLAN, TO CLARIFY THE STANDARDS AND ADD NEW CONSTRUCTION STANDARDS; PROVIDING A SAVINGS AND SEVERABILITY CLAUSE, PROVIDING A REPEALER CLAUSE; PROVIDING FOR PUBLICATION BY SUMMARY; AND PROVIDING AN EFFECTIVE DATE.

		s of Ordinance No. 1253 of the City of Ketchum, 2024, is as follows:
SECTION 1.		ouilding permit expiration amendment of the Code and International Residential Code.
SECTION 2.	Amends the maximum page basis.	project duration to allow for extensions on a case by
SECTION 3.	Clarifies existing consciution activity sta	truction activity standards and introduces new ndards.
SECTION 4.	Provides a savings and	severability clause.
SECTION 5.	Provides a repealer clau	se.
SECTION 6.	Provides for publication	by summary.
SECTION 7.	Establishes an effective	date.
	est, Ketchum, Idaho 83340 a	able at the City Clerk's Office, Ketchum City Hall, and will be provided to any citizen upon personal
ATTEST:		APPROVED:
Trent Donat, City	Clerk	Neil Bradshaw, Mayor



Attachment 3: Redline – Draft Ordinance 1253

ORDINANCE NO. 1253

AN ORDINANCE OF THE CITY OF KETCHUM, BLAINE COUNTY, IDAHO, AMENDING TITLE 15 – BUILDINGS AND CONSTRUCTION, SECTION 15.04.020: AMENDMENTS, TO REMOVE THE BUILDING PERMIT EXPIRATION REQUIREMENTS AND TO AMEND THE MAXIMUM PROJECT DURATION PROVISION; AND SECTION 15.06.030: CONSTRUCTION ACTIVITY STANDARDS AND PLAN, TO CLARIFY THE STANDARDS AND ADD NEW CONSTRUCTION STANDARDS; PROVIDING A SAVINGS AND SEVERABILITY CLAUSE, PROVIDING A REPEALER CLAUSE; PROVIDING FOR PUBLICATION BY SUMMARY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Ketchum, pursuant to Idaho Code §39-4116(2) and as a local government that issues building permits and performs building code enforcement activities, adopted the International Building Code and International Residential Code as published by the International Code Council and amended by the Idaho building code board through the negotiated rule making process;

WHEREAS, the City of Ketchum (the "City"), pursuant to Idaho Code §39-4116(4), may amend the adopted codes or provisions of the above referenced codes to reflect local concerns, if such amendments establish at least an equivalent level of protection. §39-4116(4)(e);

WHEREAS, the City, pursuant to Idaho Code §31-714 "... may pass all ordinances and rules and make all regulations, not repugnant to law, necessary for carrying into effect or discharging the powers and duties conferred by the laws of the state of Idaho, and such as are necessary or proper to provide for the safety, promote the health and prosperity, peace and good order, comfort and convenience of the county and the inhabitants thereof, and for the protection of property therein...";

WHEREAS, City Departments collaborated to conduct an audit of code provisions pertaining to Building Department functions to identify amendments to clarify the requirements and reduce inconsistencies;

WHEREAS, the City received feedback from the Technical Advisory Group (TAG) and from members of the contractor community on the proposed amendments;

1 1
WHEREAS, the City Council held a public hearing on to review the ordinance and information;
WHEREAS, the City Council held three readings of Ordinance 1253 on, and, resulting in approval of this ordinance;
WHEREAS, the City Council hearings were duly noticed per the requirements of Idaho

Code Section 67-6509; and

NOW, THEREFORE, BE IT ORDAINED BY THE MAYOR AND COUNCIL OF THE CITY OF KETCHUM

SECTION 1. AMENDMENTS TO SECTION 15.04.020.A.3.c – 105.5 EXPIRATION

c. Delete Section 105.5 Expiration. is amended as follows and replace with the following:

Section 105.5 Expiration

- 1. Expiration of Building Permits. Except as otherwise provided herein, every permit issued under the provisions of this code shall expire and become null and void if the building or work authorized by such permit is not completed within one hundred eighty days (180) after its issuance, unless the permittee extends the building permit as provided in this section. A permit is considered null and void if no inspections have been completed by the building official or requested by the permittee for a period of one hundred eighty (180) days.
- 2. Extension of Building Permit. A permit may be extended for a period not to exceed one hundred eighty (180) days by an application for extension filed with the planning and building department. A permit issued under the provisions of this code may be granted a maximum of four (4) extensions but in no case may the total number of extensions exceed 180 days.
- 3. Maximum Project Duration. Under no circumstances may any project exceed 1095 days, or three (3) years, of construction activity from the date the building permit was issued, unless otherwise agreed upon in writing by the Building Official. After 1095 days, or three (3) years, a building permit shall be considered null and void and the applicant shall reapply for a new building permit for the unfinished portions of the project and shall pay all applicable fees. The new building permit shall be subject to the current City adopted building codes.

SECTION 2. AMENDMENTS TO SECTION 15.04.020.B.2.b - R105.5 PERMITS

- b. Section R105.5 Permits is amended as follows:
 - 1. Expiration of Building Permits. Except as otherwise provided herein, every permit issued under the provisions of this code shall expire and become null and void if the building or work authorized by such permit is not completed within one hundred eighty days (180) after its issuance, unless the permittee extends the building permit as provided in this section. A permit is considered null and void if no inspections have been completed by the building official or requested by the permittee for a period of one hundred eighty (180) days.

- 2. Extension of Building Permit. A permit may be extended for a period not to exceed one hundred eighty (180) days by an application for extension filed with the planning and building department. A permit issued under the provisions of this code may be granted a maximum of four (4) extensions but in no case may the total number of extensions exceed 180 days.
- 3. Maximum Project Duration. Under no circumstances may any project exceed 1095 days, or three (3) years, of construction activity from the date the building permit was issued, unless otherwise agreed upon in writing by the Building Official. After 1095 days, or three (3) years, a building permit shall be considered null and void and the applicant shall reapply for a new building permit for the unfinished portions of the project and shall pay all applicable fees. The new building permit shall be subject to the current City adopted building codes.

SECTION 3. AMENDMENTS TO SECTION 15.06.030: CONSTRUCTION ACTIVITY STANDARDS AND PLAN.

Prior to the issuance of any building permit for any project subject to section 15.06.020 of this chapter, the Ketchum Building Official building permit application shall receive include a construction activity permit application with a construction activity plan and/or narrative prepared by the general contractor or permit holder, to be reviewed by all City departments prior to approval, pursuant to the following standards, which shall be comprehensive and clearly organized so that every concerned entity has a clear understanding of the City's expectations for all construction which is the subject of such permit. At all times until the final certificate of occupancy or certificate of completion is issued for such project, the general contractor or other person primarily responsible for the work being performed under the building permit holder shall ensure that all work performed on the project and all materials and equipment delivered to the project comply with the construction activity standards established in this Code and in the approved construction activity plan. Without limitation, the construction activity plan shall address the impacts of all of the following activities as applicable:

- A. General information and schedule.
 - 1. The construction activity plan shall notate that the general contractor or permit holder is responsible for all subcontractors and will be held responsible for all aspects of the construction activity permitplan.
 - 2. At a minimum, all neighbors with properties adjacent to the project shall be provided notice of the project, schedule and the general contractor's contact information in advance of construction. The property address shall be placed in such a position to be plainly visible and legible from the road fronting the property. Numbers and letters shall be a minimum of four inches (4") tall, have a minimum half inch (½") brush stroke, contrast with their background, and be positioned a minimum of forty-eight inches (48") above final grade.

- 3. Vehicle parking, material storage, dumpsters, job site trailers, and other temporary installations during construction shall not restrict or obstruct emergency access to any building. An approved emergency apparatus access shall be made available and shall be maintained clear and unobstructed. The emergency apparatus access shall be a minimum of 20-feet wide and extend to within 150-feet of all exterior areas of the building(s). During times of construction activities, alterations to the fire apparatus access dimensions may be approved by the Fire Department where the standard dimensions cannot be provided. The designated emergency apparatus access shall be depicted with dimensions on the construction activity plan.
- 4. For projects involving a temporary tower crane, the construction activity plan shall depict the crane's location and swing arc. The crane shall only swing with materials loaded inside of the construction site or areas approved in a Temporary Use of the Right of Way Permit (TURP).
- 5. For projects disrupting public transportation services, the applicant is required to coordinate with the public transit provider and shall submit documentation of the approved temporary condition with the construction activity plan.

B. Excavation.

- 1. Exact amounts of cut and fill in cubic yards, including temporary cuts and backfill, shall be specified on the construction staging permit applicationactivity plan. For projects that do not involve excavation, the construction activity plan shall notate that there is no cut and fill.
- 2. Stockpile areas within the Ketchum City Limits, on or off site, shall be notated on the construction activity plan.
- 3. Truck routes shall be depicted on the construction activity plan. Arterial streets shall be utilized where possible.
- 4.3. Dust, mud, sand, and gravel control is required on all City streets. The construction activity plan shall contain provisions for daily cleaning of vehicles, tires, and affected City streets.
- 5.4. The construction activity plan shall Identify dust abatement practices to be employed.

C. Vehicle parking and traffic control.

- Proposed parking, including the number and size/type of vehicles, shall be
 depicted on the construction activity plan. Parking shall occur on the building site,
 with secondary parking on the City right-of-way adjacent to the property under
 construction at the discretion of the Public Works DirectorCity Engineer.
- 2. In cases where parking on both sides of the street would reduce the available travel surface to below 26 feet in width, the construction activity plan shall depict that parking shall be is limited to one side of the street.
- 3. The right-of-way, outside of the required travel lanes, directly in front of the job site may be dedicated for material delivery.

- 43. For projects with greater than 45 vehicles daily at the job site, an alternative parking site shall be identified in the construction activity plan. The construction activity plan shall also notate the shuttling plan for projects which utilize an alternative parking location offsite. If an applicant can demonstrate that a jobsite is able to accommodate more than 5 vehicles, the City Engineer may approve of more vehicles daily at the job site.
- 54. "No parking" areas shall be identified on the construction activity plan as necessary.
- 65. Temporary traffic control as necessary for materials delivery and hauling shall be shown on the construction activity plan.
- 76. The construction activity plan shall notate that Sepend limits for construction vehicles shall be limited to 15 miles per hour within one block of a construction site, unless otherwise determined by the Ketchum Police Department.

D. Material storage/deliveries.

- 1. All material storage areas shall be depicted on the construction activity plan. Material storage shall not obstruct visibility within 40 linear feet of street and alley frontage fence corners unless otherwise approved by the City Engineer.
- 2. Delivery truck routes shall be depicted on the construction activity plan. Arterial streets shall be utilized where possible.
- E. Temporary restrooms, job shacks, dumpsters.
 - 1. Temporary restrooms, job shacks and dumpsters shall be located on private property and showndepicted on the construction activity plan and shall not obstruct visibility within 40 linear feet of street frontage fence corners unless otherwise approved by the City Engineer. If no temporary restroom is proposed, the construction activity plan shall notate that an existing restroom onsite will be utilized.
 - 2. In the event that City right-of-way use is required for staging, material storage or dumpster location, a right-of-way use permit shall be obtained.

F. Fence and Sscreening.

- 1. For all projects involving exterior construction and material storage yards, the construction activity plan shall depict a the perimeter of the job site shall be screened with a four- to six-foot high construction or temporary fence around the perimeter of the job site.
- 2. Material storage yards shall also be screened with a four-to six-foot high construction or temporary fence. The construction activity plan shall indicate a screening material for the construction fence with 85% or greater blockage. Corner lots shall contain no screening within 40 linear feet of street frontage and alley fence corners.
- 3. The construction activity plan shall indicate that fence gates shall not open outward the property.

G. Use of rights-of-way.

- 1. Proposed use of the City's right-of-way shall be depicted, with dimensions, on the construction activity plan, and a TURP shall be obtained prior to use of the City's right-of-way. Additional TURPs are required for any use of the right-of-way not depicted on the construction activity plan.
- 2. The condition of the right-of-way shall be documented with photographs and submitted with the construction activity plan. a site visit with sStreet dDepartment personnel may conduct a site visit prior to issuance of building permit to verify the condition of the right-of-way. The construction activity plan shall notate that Rrepair of damage to the right-of-way shall be the responsibility of the general contractor or permit holder.
- 3. The construction activity plan shall depict the locations of Mmanholes and fire hydrants and notate that they may not be obstructed at any time. Unless otherwise approved by the Fire Department, a minimum 15-foot area on both sides and 3-foot area to the rear of any fire hydrant shall be maintained clear and unobstructed at all times. Construction fencing is not permitted to reduce or restrict access to any fire hydrant without approval from the Fire Department. It is the responsibility of the general contractor or permit holder to remove all snow within thirty-six inches (36") from all sides of any fire hydrant at the construction site. In addition, minimum three feet clear shall be maintained on back and sides of fire hydrants, and minimum 15 feet clear shall be maintained on the front, street side of fire hydrants.
- 4. The general contractor or permit holder is responsible for all snow removal within the construction fence and barricades. Snow from within construction fences shall not be placed in the right-of-way. The general contractor or permit holder may also be responsible for snow removal in the immediate area surrounding the construction site if City plows cannot safely reach.
- 5. For projects involving sidewalk closures, the construction activity plan shall depict protected pedestrian ADA routes that are a minimum of four feet in width and lined with concrete barriers. The plan shall also indicate the location of the temporary sidewalk closure signage.

H. Noticing.

- 1. Prior to building permit issuance, Aall neighbors properties within a 300-foot radius of the project vicinity shall be provided notice of the project, schedule, and the general contractor's contact information—in advance of construction. The construction activity plan shall include a copy of the project notice and a list of the properties to be noticed.
- 2. For jobsites adjacent to businesses, signage shall be placed in key areas indicating the business's name and public access point. The construction activity plan shall depict the location and verbiage of the signage.
- I. Site clean up.

- 1. The construction activity plan shall notate that the job site shall be kept in a clean and orderly condition. Trash and construction debris shall be picked up on the site and surrounding areas on a daily basis, and materials shall be stored in neat, tidy piles.
- J. Riparian, hillside and tree protection.
 - 1. Riparian, hillside and tree protection measures shall be depicted on the construction activity plan as applicable.
 - 2. The construction activity plan shall depict Aa silt fence shall be installed along the 25-foot riparian setback to protect the riparian zone from disturbance for the duration of construction.
 - 3. The construction activity plan shall depict the location of Mature trees to be preserved and shall notate that the trees shall be fenced at the drip line for the duration of construction.
 - 4. Projects in the mMountain overlay zZoning dDistrict or containing slopes greater than 25 percent shall be fenced pursuant to the design review conditions of approval.
- K. Reseeding of disturbed areas.
 - 1. For projects with design review approval, all disturbed areas shall be returned to a finished condition per the approved landscaping plan prior to issuance of a certificate of occupancy, except as provided for in title 17, chapter 17.96, "Design review", of this Code.
- L. Administrative exemptions.
 - 1. Administrative exemptions may be granted by the Building Official for special circumstances on a case by case basis.

SECTION 4. SAVINGS AND SEVERABILITY CLAUSE. If any section, paragraph, sentence or provision hereof of the application to any particular circumstances shall ever be held invalid or unenforceable, such holding shall not affect the remainder hereof, which shall continue in full force and effect and applicable to all circumstances to which it may validly apply.

SECTION 5. REPEALER CLAUSE. All City of Ketchum Ordinances or parts thereof which are in conflict herewith are hereby repealed.

SECTION 6. PUBLICATION. This Ordinance, or a summary thereof in compliance with Section 50-901A, Idaho Code, substantially in the form annexed hereto as "Exhibit A" shall be published once in the official newspaper of the City, and shall take effect immediately upon its passage, approval, and publication.

SECTION 7. EFFECTIVE DATE. This Ordinance shall be in full force and effect after its passage, approval and publication, according to law.

PASSED BY the CITY COUNCIL and APPROVED day of, 2024.	by the MAYOR of Ketchum, Idaho, on this
APPROVED BY the Mayor of the City of Ketchum, 2024.	Idaho, this day of,
	APPROVED:
ATTEST:	Neil Bradshaw, Mayor
Trent Donat, City Clerk	

EXHIBIT A

PUBLICATION SUMMARY

ORDINANCE NO. 1253

AN ORDINANCE OF THE CITY OF KETCHUM, BLAINE COUNTY, IDAHO, AMENDING TITLE 15 – BUILDINGS AND CONSTRUCTION, SECTION 15.04.020: AMENDMENTS, TO REMOVE THE BUILDING PERMIT EXPIRATION REQUIREMENTS AND TO AMEND THE MAXIMUM PROJECT DURATION PROVISION; AND SECTION 15.06.030: CONSTRUCTION ACTIVITY STANDARDS AND PLAN, TO CLARIFY THE STANDARDS AND ADD NEW CONSTRUCTION STANDARDS; PROVIDING A SAVINGS AND SEVERABILITY CLAUSE, PROVIDING A REPEALER CLAUSE; PROVIDING FOR PUBLICATION BY SUMMARY; AND PROVIDING AN EFFECTIVE DATE.

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191 5th Street W		le at the City Clerk's Office, Ketchum City Hall, d will be provided to any citizen upon personal
ATTEST:		APPROVED:
Trent Donat, City	Clerk	Neil Bradshaw Mayor



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: | February 20, 2024 | Staff Member/Dept: | Rian Rooney/Housing

Agenda Item: Recommendation to Authorize Housing Department to Purchase Condominium via a

Charitable Sale

Recommended Motion:

I move to approve (1) authorization of an amount not to exceed \$430,000 for purchase of 225 Pinewood Ln C16, (2) authorization of up to \$1,000 for associated closing costs, (3) the associated Reservation Agreement, and (4) the two Purchase and Sale Agreements.

Reasons for Recommendation:

- The unit is offered by the owner to the City for a price significantly below market rate, the difference represents a philanthropic subsidy that can help ensure an affordable community home at low cost to the City.
- Conversion of existing housing units to deed-restricted community housing is consistent with the objectives of Goal 1 of the Housing Action Plan
- Category Local units for which there is no income limit but the requirement to live and work in the area meet an identified need for moderate to high income local earners with few options for housing stability from other housing programs
- Purchase can demonstrate the philanthropic and public benefits of charitable sales and become an additional tool for securing community housing
- Seller will receive a charitable deduction based on the below-market purchase price and can reduce capital gains tax on the property

Policy Analysis and Background (non-consent items only):

GOAL 1: CREATE + PRESERVE COMMUNITY HOUSING

Charitable Sale Background

The current owner of the unit, Mr. Buck Drew, approached the Housing Department in 2023 with an interest in selling a condominium unit to the City at a below market price, contingent on the unit being used as community housing. Staff researched charitable sales of real property, which allow an owner to receive certain tax benefits when selling a property to a government agency or non-profit at a price below the appraised value. The difference between the appraised value and the sale price may be reported by the seller as a charitable deduction. The below-market sales price can also reduce capital gains tax on the property. Charitable sales are particularly beneficial to owners in a high tax bracket and/or who own properties with significant appreciation (low cost basis).

Mr. Drew offers the condominium to the City for \$430,000. A similar unit in the Parkside complex sold in fall 2023 for \$599,000. Another similar unit in the Parkside complex is currently listed for \$625,000. Housing staff is supportive of acquiring the unit at a price that is significantly subsidized through private philanthropy. The \$430,000 price compared to the approximate market price (\$600,000) is comparable to the 30% value City has approved for purchase of Category Local deed restrictions through the Ownership and Preservation Program. Staff propose purchasing the property from Mr. Drew and then selling it with a Category Local, appreciation-capped deed restriction to a qualified Category Local buyer, recouping approximately \$378,000, or 88%, of the initial capital expenditure on the unit. The net cost to the City would be approximately \$52,000, when accounting for closing costs, price adjustment, and a set-aside for upcoming capital assessment(s).

BCHA's income Category Local has no income maximum but includes a net worth maximum of \$470,000 for households below retirement age (\$940,000 for retirement age) and requires full-time, exclusive local residency and Blaine County employment or qualifying exceptions.

Mr. Drew is interested in using his property as a proof-of-concept to demonstrate the housing benefits of a charitable sale to other property owners in the community.

Property Details and Maintenance

<u>225 Pinewood Lane C16</u> Parkside Village, Ketchum, ID 83340 is a 2-bedroom, 2-bathroom, 960 square foot housing unit in the Parkside Condominiums. Mr. Drew ordered and provided an inspection report. Staff reviewed the report and asked Mr. Drew to correct electrical, plumbing, and other items that are specific to the unit and not the responsibility of the HOA. As of the writing of this staff report, Mr. Drew ordered a reinspection report (attachment #1), which has been shared with the qualified local buyer. Staff, the qualified local buyer, and the City's realtor conducted a walkthrough on February 14 and found the majority of items to be satisfactory. Buck Drew's realtor will ask for an electrician to address two unresolved electrical items and will contact the plumbing company for comment on one additional item. Staff will share any relevant updates on repairs during the public hearing.

Additionally, the inspection report identifies that the condominium complex roof is near the end of its useful life and is not up to current Ketchum building code. Due to the age of the condominium complex, other capital assessments have also been discussed and may be needed in coming years. The Parkside HOA plans to replace the roof at a cost estimated at \$25,000 to \$30,000 per unit as of the HOA meeting in June 2023. Since that time, bids received have risen to approximately \$40,000 per unit, which would also include new siding. However, no vote has yet been taken to approve the roof replacement and move forward with any particular bid.

Given the eventual capital assessments associated with the roof replacement and possibly other maintenance and replacement assessments, staff proposed setting \$30,000 of funds aside for capital improvements at the time of sale to the Category Local buyer. The funds would be transferred to the BCHA and held for payment of capital assessments specifically for the unit, surviving future changes in ownership. The set aside is intended to assist the future owner(s) with affording a portion of these anticipated capital assessments.

Hefty special assessments are a noted, current problem for some deed-restricted units in the Blaine County Housing Authority's community housing portfolio. Some restricted units, such as this one and any future Ownership and Preservation Program Category Local units, are not recognized under their CC&Rs for reduced dues and assessments. The significant repairs and replacements needed at Parkside are not unique

to that development, rather they are indicative of a larger trend across much of Ketchum's aging condominium housing stock.

Process and Staff Action to Date

Staff propose the following process for acquiring the unit and adding it to the community housing inventory:

- 1. City enters into Reservation Agreement for unit with qualified Category Local applicant
- 2. City purchases the unit from Mr. Drew
- 3. City sells the unit to qualified Category Local applicant with existing Reservation Agreement
- 4. Category Local Deed Restriction is recorded at closing of the sale from the City to the qualified Category Local applicant

Staff prefer to limit the amount of time that the City holds the property and identify a qualified local buyer prior to acquiring the unit. To this end, staff engaged the realtor Anna Mathieu of Windermere Real Estate to assist in showing the unit and to explain the deed-restriction, the program, and sales process to potential Category Local buyers. Anna has extensive experience assisting with sales of deed-restricted properties and works with both ARCH and Blaine County Housing Authority on deed-restricted transactions. Staff do not currently have the capacity to represent the City or BCHA with Anna's level of expertise. Anna has also agreed to represent the City in the purchase of the unit from Mr. Drew *pro bono*.

Staff proposed listing the unit for \$420,000, or 70% of \$600,000, based on the 30% value authorized for payment for an appreciation-capped Category Local deed restriction under the Ownership and Preservation Program. Additionally, staff proposed setting aside \$30,000 to be used for capital assessments on the unit that would be held by the BCHA and remain with the unit.

Staff initiated outreach to all Category Local applicants within BCHA's waitlist in November and offered showings of the unit in December. Priority for purchase was given to applicants who have been on the waitlist the longest. However, none of the qualified Category Local applicants initially contacted were interested in moving forward with purchase of the unit primarily due to cost, unit size, and/or timing. After working with this initial round of applicants, BCHA staff contacted all applicants within the BCHA application portal (including other income categories) to share the opportunity. Ketchum's Housing Department also advertised the unit through the Ketchum Housing Matters newsletter distribution list, opening the opportunity beyond the existing BCHA applicant database. Interested parties were invited to view the property and learn about the opportunity but need to submit a BCHA application and get a prequalification letter from a lender if they wanted to move forward. This generated additional interest and viewings of the unit, and one qualified buyer was interested in moving forward with a purchase. Among interested parties who declined the unit, the most common reason for not moving forward was that the current asking price, \$420,000, was not affordable to them. The qualified buyer intends to rent one of the bedrooms to help with the cost of the unit. The roommate renter will need to be qualified by the BCHA under the terms of the deed restriction – meaning that they also must live in the unit full time and work locally.

The qualified buyer has signed a Reservation Agreement for the unit, attachment #2, and delivered \$500 in earnest money to escrow. The Reservation Agreement is a contract between the City and the qualified buyer, reserving the unit for them to purchase once the City has possession of it.

Estimated Financial Cost to City

Under the proposed purchase from Buck Drew and subsequent sale to a Category Local buyer, the City's estimated total outlay to add a deed-restricted housing unit to BCHA's community housing inventory is

approximately \$52,000. This cost is significantly less than the public cost of restricting a similar unit through the Ownership and Preservation Program (~\$180,000) due to the philanthropic subsidy of the charitable sale process. The charitable sale process does add additional risk compared to the Ownership and Preservation Program because the City must use significant funds to purchase the unit before recouping funds at resale. However, much of that risk has been mitigated because an interested qualified buyer is identified, and they have signed the Reservation Agreement and committed earnest money to escrow.

To purchase the unit, the Housing Department requests \$430,000 + closing costs that will come out of the City's General Fund, via the Housing fund. The subsequent sale to the qualified buyer would return approximately \$378,000 to the City, and the Housing Department will return the remainder of borrowed funds to the City's General Fund. The net cost to the City is approximately \$52,000.

Acquistion of Unit		
	Initial Purchase	\$ (430,000)
	Est. Closing Costs on Initial Purchase	\$ (400)
	Subtotal	\$ (430,400)
Sale of Unit		
	Sale to Category Local Owner	\$ 420,000
	BCHA Realtor Commission (2%)	\$ (8,400)
	Est. Closing Costs on Second Sale	\$ (3,100)
	Setaside to BCHA for Capital Assessments on Unit	\$ (30,000)
	Subtotal	\$ 378,500
Net Outlay		\$ (51,900)

Next Steps

Staff recommends approval of the following next steps:

- 1. Approve and sign Reservation Agreement with qualified buyer (attachment #2)
- 2. Approve and sign Purchase and Sale Agreement with Charles (Buck) Drew (attachment #3)
- 3. Approve and authorize future signature of Purchase and Sale Agreement with qualified buyer (attachment #4)
- 4. Pre-authorize Housing Department Staff to purchase the property for an amount not to exceed \$430,000 plus up to \$1,000 in closing costs.

The Purchase and Sale Agreement with Mr. Drew to acquire the unit includes a closing date of February 26, 2024. Following close with Mr. Drew, the City can execute the Purchase and Sale Agreement with the qualified buyer, which has a Closing Date of 45 days after execution or sooner. Upon execution of the Purchase and Sale Agreement, the qualified buyer will deposit another \$500 of earnest money in escrow. At closing with the qualified buyer, the City will retain an interest in the property through the execution and recording of the Category Local deed restriction.

The property will then be part of the Blaine County Housing Authority's community housing inventory and will be subject to annual compliance review.

Sustainability Impact:

Deed-restricted units house members of the community locally, ensuring that residents are closer to their places of work, recreation, and other services. This proximity helps to decrease transportation time and reduce vehicle-related emissions associated with commuting to and from work from outside of the community.

Additionally, the proposed acquisition of the Parkside unit via a charitable sale converts an existing housing unit into community housing, utilizing existing housing stock, land, and resources to achieve community housing goals.

Financial Impact:

rillaticiai illipact.	
None OR Adequate funds exist in account:	Due to timing, the \$430,000 in funds for purchase and associated closing costs will come from the City's General Fund, via the Housing Fund. When the City resells the unit to a qualified Category Local buyer, approximately \$378,000 will be recovered through that sale and returned to the General Fund, in addition to the remainder of the borrowed funds for the purchase, via the Housing Department budget. The net outlay from the City is anticipated to be approximately
	\$52,000, which will come, ultimately, out of the Housing Department's deed-restriction budget line
	item

Attachments:

- 1. 225 Pinewood Ln C16 Reinspection Report
- 2. Reservation Agreement between City of Ketchum and qualified buyer
- 3. Purchase and Sale Agreement between Charles (Buck) Drew and City of Ketchum
- 4. Purchase and Sale Agreement between City of Ketchum and qualified buyer



Inspection Report

City of Ketchum

Property Address:

225 Pinewood Ln #C16 Ketchum ID 83340



Sun Valley Home Inspections

Aaron Heugly PO Box 1637 Hailey ID 83333 208-481-1969 NACHI # 17051629

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Date: 11/10/2023	Time: 01:30 PM	Report ID: 20231110-225-Pinewood-Ln- C16
Property: 225 Pinewood Ln #C16 Ketchum ID 83340	Customer: City of Ketchum	Real Estate Professional: Scott Mary

Introduction: The following numbered and attached pages are your home inspection report. This report includes pictures, videos if needed, information, maintenance tips and recommendations.

Scope: A home inspection is intended to assist in evaluating the overall condition of the subject property. This inspection is based on observation of the visible, readily accessible and apparent condition of the structure and its components on the day of the inspection. The results of this inspection are not intended to make any representation regarding the presence or absence of concealed defects that are not reasonable ascertainable or readily accessible in a competently performed inspection.

No warranty, guarantee or insurance by SVHI LLC dba Sun Valley Home Inspections is expressed or implied. This report does not include inspection for wood-destroying insects, mold, lead or asbestos. A representative sampling of the building components is viewed in areas that are accessible at the time of the inspection. No destructive testing or dismantling of components is performed. Not all defects will be identified during this inspection. Unexpected repairs should be anticipated. The person conducting your inspection is not a Structural Engineer or other professional whose license authorizes the rendering of an opinion as to the structural integrity of a building or its other component parts.

You are advised to seek 2 to 3 professional opinions and acquire estimates of repair as to any defects, comments, improvements or recommendations mentioned in this report. SVHI LLC recommends that the professional making any repairs inspect the property further in order to discover and repair related problems that were not identified in the report.

Limitations: An inspection is not technically exhaustive or invasive; will not identify concealed or latent defects; does not determine the life expectancy of the property or any components or systems therein; does not include items not permanently installed.

Use of Photos and Videos: Your report includes many photographs which help to clarify where the inspector went, what was looked at, and the condition of a system or component at the time of the inspection. Some of the pictures may be of deficiencies or problem areas, these are to help you better understand what is documented in this report and may allow you to see areas or items that you normally would not see. A picture issued does not necessarily mean that the issue was limited to that area only, but may be a representation of a condition that is in multiple places. Not all areas of deficiencies or conditions will be supported with photos.

What really matters in a Home Inspection: The home inspection process can be stressful. A home inspection is supposed to give you reassurance but often has the opposite effect. You will be asked to absorb a lot of information in a short period of time. This often includes a written report, checklist, photographs, environmental reports and what the inspector himself says during the inspection. All this combined with the seller's property disclosure and what you notice yourself makes the experience even more overwhelming. What should you do? RELAX! Most of your inspection items will likely be maintenance recommendations, minor to moderate imperfections and general wear-and-tear on a system or component. Major defects discovered during the inspection will be listed further in the report. Safety concerns should always be corrected.

Use this report to determine what matters to you. Your real estate professional will also receive a copy of the report so be sure to discuss these items and your concerns with them. They are a great resource and will help you navigate with what to do next. They are great at their job, experienced in these negotiations and have your best interest in mind. Lastly, remember that no home is perfect.

Comment Key or Definitions

The following definitions of comment descriptions represent this inspection report. All comments by the

Sun Valley Home Inspections

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inspector should be considered before purchasing this home. Any recommendations by the inspector to repair or replace suggests a second opinion or further inspection by a qualified contractor. All costs associated with further inspection fees and repair or replacement of item, component or unit should be considered before you purchase the property.

Inspected (IN) = I visually observed the item, component or unit and if no other comments were made then it appeared to be functioning as intended allowing for normal wear and tear.

Not Inspected (NI)= I did not inspect this item, component or unit and made no representations of whether or not it was functioning as intended and will state a reason for not inspecting.

Marginal Defect (MD)= The item, component or unit may or may not be functioning as intended and may not have significant impact on the home's condition or the component itself. These are typically items that may be defective due to deferred maintenance or other reasons.

Repair or Replace (RR) = The item, component or unit is not functioning as intended, is a potential safety issue or needs further inspection by a qualified contractor. Items, components or units that can be repaired to satisfactory condition may not need replacement.

Not Present (NP) = This item, component or unit is not in this home or building.

Text Color Key

Note: Red text throughout this report indicates items that are damaged, need repair, replacement or may present a health or safety hazard. Violet text indicates maintenance defects or marginal defects that might not have a significant impact on the home's condition. Brown text indicates cosmetic defects that do not impair function. Green text indicates maintenance tips or recommendations. Blue indicates additional information

Additional Building Conditions / Comments

Considerations: Please be aware that the inspector has your best interest in mind. Any repair items mentioned in this report should be considered before purchase. It is recommended that qualified contractors be used in your further inspection or repair issues as it relates to the comments in this inspection report. All costs associated with further inspection fees and repair or replacement of item, component or unit should be considered before you purchase the property.

If the Home was Occupied: Some areas may not have been inspected due to the presence of furniture and stored items.

Where applicable: HOA Responsibility: Because this is a General Home Inspection of a property in which a Homeowner's Association may be responsible for maintenance of the structure exterior, those systems and components contained in the responsibilities of the homeowner's association are not included in the General Home Inspection. These systems and components include but may not be limited to the condition of the roof, exterior foundation, exterior grading, exterior surface drainage, exterior wall coverings and exterior trim. The Inspector specifically disclaims the afore-mentioned systems and their components.

This home is older than 40 years and the home inspector considers this while inspecting. It is common to have areas that no longer comply with current code. This is not a new home and this home cannot be expected to meet current code standards. While this inspection makes every effort to point out safety issues, it does not inspect for code. It is common that homes of any age will have had repairs performed and some repairs may not be in a workmanlike manner. Some areas may appear less than standard. This inspection looks for items that are not functioning as intended. It does not grade the repair. It is common to see old plumbing or mixed materials. Sometimes water signs in crawlspaces or basements could be years old from a problem that no longer exists. Or, it may still need further attention and repair. Determining this can be difficult on an older home. Sometimes in older homes there are signs of damage to wood from wood eating insects. Having this is typical and fairly common. If the home inspection reveals signs of damage you should have a pest control company inspect further for activity and possible hidden damage. The home inspection does not look for possible manufacturer recalls on components that could be in this home. Always consider

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hiring the appropriate expert for any repairs or further inspection.

Materials in the home may contain asbestos depending on the age of the home. Asbestos has been classified as a known human carcinogen (a substance that causes cancer) by the U.S. Department of Health and Human Services, the EPA, and the International Agency for Research on Cancer. People who become ill from asbestos are usually those who are exposed to it on a regular basis, most often in a job where they work directly with the material or through substantial environmental contact. To cause health problems, asbestos must be in a form in which the fibers can be inhaled, such as when it is cut, torn, or sanded. The only way to know for certain whether asbestos is in a particular product or material is to have testing performed.

If this home was built before 1978, there is a possibility that it has or had lead-based paint. In 1978, the federal government banned consumer uses of lead-containing paint as a potential health hazard, but some states banned it even earlier. Lead from paint, including lead-contaminated dust, is one of the most common causes of lead poisoning. Lead can be found in dust around the perimeter of the home exterior. It is a greater risk to young children than adults.

Standards of Practice:

InterNACHI International Association of Residential, Townhome

Certified Home Inspectors

Type of building:

Type of Home:

Single Family (2-story)

Approximate Square Footage:

960

Approximate Year of Original

Construction:

1975

Home Faces:

West

Inspection started at:

1:00 pm

Inspection ended at:

2:30 pm

Occupancy:

Unoccupied, empty of furniture

Attending the Inspection:

Vacant (inspector only)

Weather during the Inspection:

Partly Cloudy

Significant precipitation in last 3

days:

No

Temperature during inspection:

Below 45 degrees (F)

Ground/Soil surface condition:

Damp

Radon Test:

Yes, In Progress

1. Building Exterior

The home inspector shall observe: Wall cladding, flashings, and trim; Entryway doors and a representative number of windows; Decks, balconies, stoops, steps, areaways, porches and applicable railings; Eaves, soffits, and fascias; and Vegetation, grading, drainage, driveways, patios, walkways, and retaining walls with respect to their effect on the condition of the building. The home inspector shall: Describe wall cladding materials; Operate all entryway doors and a representative number of windows; and Probe exterior wood components where deterioration is suspected. The home inspector is not required to observe: Storm windows, storm doors, screening, shutters, awnings, and similar seasonal accessories; Fences; Presence of safety glazing in doors and windows; Garage door operator remote control transmitters; Geological conditions; Soil conditions; Recreational facilities (including spas, saunas, steam baths, swimming pools, tennis courts, playground equipment, and other exercise, entertainment, or athletic facilities); Detached buildings or structures; or Presence or condition of buried fuel storage tanks. The home inspector is not required to: Move personal items, panels, furniture, equipment, plant life, soil, snow, ice or debris that obstructs access or visibility.

		IN	NI	MD	RR	NP	Styles & Materials
1.0	Exterior Doors				•		Exterior wall-covering
1.1	Window Exteriors	•					Material: Wood Panel Siding
1.2	Exterior Lighting	•					Fascia & Soffit Material:
1.3	Conventional and GFCI Receptacles, Exterior	•					Wood Panel Wood Boards
1.4	Condo: Decks, Porch, Patio and/or Balcony	•					Trim Material: Wood Boards
1.5	Exterior Wall Penetrations	•					Exterior Doors: Metal
1.6	Fascia, Soffit and Trim	•					Vinyl Sliding Glass Door(s)
1.7	Wood Siding				•		Window Material: Vinyl
	Inspected, NI= Not Inspected, MD= Marginal Defects, RR= Repair/Replace, Not Present	IN	NI	MD	RR	NP	Window Glazing: Double-pane

Comments:

▲ 1.0 Latch for the master bedroom exterior door was missing at the time of the inspection preventing the door from securely locking.

Re-inspected 2/8/2024 The repairs do NOT appear to be adequate. The repair is either incomplete or has not been done according to standard workmanlike practice.



1.0

- **1.1 Maintenance Tip:** Vinyl windows can become sticky or difficult to open due to buildup on the tracks. Clean the tracks with a cloth and scrub sponge as needed. To lubricate, use Pledge or silicone spray (DO NOT use WD-40!) on a rag and wipe the tracks and any friction points between the sliding window frame and tracks. Repeat as often as needed to improve the operation of the windows.
- **1.3** Weatherproof cover at an exterior receptacle was damaged at the time of the inspection.

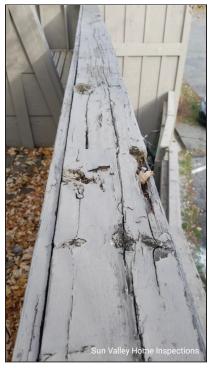
Re-inspected 2/8/2024 **The repairs appear to be satisfactory**. It is recommended that you obtain a copy of the repair contract from the sellers (s). Our company does not guarantee repairs from service providers. We only re-inspect to determine whether or not repairs were performed.



1.3 2/8/2024

1.4 The top cap of the deck guardrails had moderate to significant wood decay.

Re-inspected 2/8/2024 **The repairs appear to be satisfactory**. It is recommended that you obtain a copy of the repair contract from the sellers (s). Our company does not guarantee repairs from service providers. We only re-inspect to determine whether or not repairs were performed.



1.4

1.7 Wood siding covering exterior walls had damage visible. This condition appeared to be the result of wood decay caused by moisture absorption due to inadequate clearance from grade. Wood siding should have a minimum clearance of 6 inches from grade.

Re-inspected 2/8/2024 The repairs do NOT appear to be adequate. The repair is either incomplete or has not been done according to standard workmanlike practice.



1.7



1.7 2/8/2024

2. Roof



The roof inspection portion of the General Home Inspection will not be as comprehensive as an inspection performed by a qualified roofing contractor. Because of variations in installation requirements of the huge number of different roof-covering materials installed over the years, the General Home Inspection does not include confirmation of proper installation. Home Inspectors are trained to identify common deficiencies and to recognize conditions that require evaluation by a specialist. Inspection of the roof typically includes visual evaluation of the roof structure, roof-covering materials, flashing, and roof penetrations like chimneys, mounting hardware for roof-mounted equipment, attic ventilation devices, ducts for evaporative coolers, and combustion and plumbing vents. The roof inspection does not include leak-testing and will not certify or warranty the roof against future leakage. Other limitations may apply and will be included in the comments as necessary.

		IN	NI	MD	RR	NP	Styles & Materials
2.0	Roof Structure Exterior	•					Method of inspection: Top of ladder
2.1	Underlayment	•					From the ground (binoculars)
2.2	Roof Flashing	•					The roof style was: Gable
2.3	Roof Drainage System					•	Primary roof-covering
2.4	Roof and/or Gutter Heat Tape					•	type: Metal Panel
2.5	Plumbing, Combustion and Roof Vents	•					Underlayment/ Interlayment:
2.6	Metal Roof	•					Black Felt
	Inspected, NI= Not Inspected, MD= Marginal Defects, RR= Repair/Replace, Not Present	IN	NI	MD	RR	NP	Gutters/downspout material: None Present

Comments:

2.6 (1) Snow guards/brakes are recommended along the eaves of the roof. These may help to prevent snow/ ice from sliding off of the roof and causing physical harm to occupants and/or physical damage to areas of the roof and items below the roof. Consult with a qualified roofing contractor about the options available and what may work best for this home.





- (2) The metal panel roof had moderate damage visible at the time of the inspection. This damage should be repaired to avoid the possibility of damage to the home structure or materials from roof leakage. HOA
- (3) The roof appeared to be at or near the end of its useful life. The Inspector recommends that you consult with the HOA about future replacement.

3. Structure



The General Home Inspection includes inspection of the home structural elements that were readily visible at the time of the inspection. This may include the: foundation; walls; floor structure; and/or roof structure. Soils vary in their stability and ability to support the weight of a structure. Minor cracking is normal with some common foundation materials, is typically limited to the material surface, is not a structural concern, and may not be commented on. Cracking related to soil/foundation movement indicates the potential for present or future structural concerns and will be commented on to the best of the inspector's ability.

Much of the home structure is hidden behind exterior and interior roof, floor, wall, and ceiling coverings, or is buried underground. Because the General Home Inspection is limited to visual and non-invasive methods, this report may not identify all structural deficiencies. Identification of portions of the wall structure not directly visible requires logical assumptions on the part of the Inspector that are based on the Inspectors past experience and knowledge of common building practices.

Upon observing indications that structural problems may exist that are not readily visible, or the evaluation of which lies beyond the Inspector's expertise, the inspector may recommend evaluation or testing by a specialist that may include invasive measures, which would require homeowner permission.

		IN	NI	MD	RR	NP	Styles & Materials
3.0	Floor Structure		•				Foundation
3.1	Foundation	•	Г				Configuration: Concrete Slab-on-Grade
3.2	Insulation	•					Foundation Method/ Materials:
3.3	Infestation	•					Poured concrete footings
3.4	Water Intrusion or Moisture Related Issues	•					Main Floor Structure: Not visible
3.5	Radon Gas Mitigation System					•	Radon Mitigation
3.6	Slab-on-Grade	•					System: None present
IN=	Inspected, NI= Not Inspected, MD= Marginal Defects, RR= Repair/Replace,	INI	NI	MD	RR	NP	

IN NI MD RR NP

NP= Not Present

Comments:

3.4 The under stairway closet had limited areas of potential minor wood decay and discoloration that appeared to be microbial growth. Confirming the presence of mold would require laboratory analysis. To avoid potential damage to home materials or the development of unhealthy conditions related to mold, the Inspector recommends that the source(s) of potential moisture be identified and the condition corrected.

This is likely the result of water intrusion occurring at the sill plate and siding along the lower edge of the South exterior wall.

Re-inspected 2/8/2024 **The repairs appear to be satisfactory**. It is recommended that you obtain a copy of the repair contract from the sellers (s). Our company does not guarantee repairs from service providers. We only re-inspect to determine whether or not repairs were performed.







5.4

3.4



3.4 2/8/2024

- **3.5** A short-term continuous radon monitoring test was being conducted at the time of the inspection. A testing device was located in the 2nd bedroom
- **3.6** Foundation construction included a slab-on-grade. Because the General Home Inspection is a visual inspection, inspection of the slab-on-grade foundation is limited by the fact that typically, most of the foundation and slab is hidden underground or by interior floor coverings. Where possible, I inspect that portion of the foundation visible at the home exterior between grade and the bottom of the exterior wall

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covering. Shrinkage cracks are often visible and are not a structural concern. It is possible for moisture to enter the foundation through these cracks by capillary action and within the home structure this moisture may cause damage typically detectable only through invasive techniques that lie beyond the scope of the General Home Inspection.

4. Interior



Inspection of the home interior does not include testing for mold, radon, asbestos, lead paint, or other environmental hazards unless specifically requested as an ancillary inspection. Inspection of the home interior typically includes: interior wall, floor and ceiling coverings and surfaces; doors and windows: condition, hardware, and operation; interior trim: baseboard, casing, molding, etc.; permanently-installed furniture, countertops, shelving, and cabinets; and ceiling and whole-house fans.







Family Room

Dining Area

Master Bedroom



2nd Bedroom

IN NI MD	RR NP	Styles
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Styl	es	&	М	at	te	ri	a	IS
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4.0	Floors	•			
4.1	Walls	•			
4.2	Ceilings	•			
4.3	Doors	•			
4.4	Windows and Skylights (Interior condition, operation)	•			
4.5	Emergency Egress Openings (Doors & Windows)	•			
4.6	Steps, Stairways, Balconies and Railings			•	
4.7	Misc. Components: Env. Hazards, etc.			•	
4.8	Smoke Detectors	•			
4.9	Carbon Monoxide Detectors	•			

Floor Covering

Materials:

Carpet Tile Wood Laminate

Walls and Ceilings: Drywall

Interior Doors:

Wood Raised Panel
Window Operation or

Style: Sliding

 $\mbox{IN=}$ Inspected, NI= Not Inspected, MD= Marginal Defects, RR= Repair/Replace, NP= Not Present

IN NI MD RR NP

Comments:

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- **4.1** "Ghosting" of the wall/ceiling framing components was visible in some areas of the home. This is caused when cold spots on walls and ceilings get damp from condensation, and air-borne dust and smoke particulates cling to the dampness. In this situation, ghosts indicate studs, joists and wall headers which are naturally poor insulators so they tend to be colder then the rest of the wall surface in the winter months. This is commonly seen in homes that have a wood burning fireplace/stove and in homes that do a lot of cooking or even burn candles frequently.
- **4.3** (1) Sliding closet doors of the 2nd bedroom were not properly installed on the lower track preventing the doors from operating freely.

Re-inspected 2/8/2024 **The repairs appear to be satisfactory**. It is recommended that you obtain a copy of the repair contract from the sellers (s). Our company does not guarantee repairs from service providers. We only re-inspect to determine whether or not repairs were performed.

(2) Closet doors of the master bedroom need adjustments to allow for the doors to close fully.

Re-inspected 2/8/2024 **The repairs appear to be satisfactory**. It is recommended that you obtain a copy of the repair contract from the sellers (s). Our company does not guarantee repairs from service providers. We only re-inspect to determine whether or not repairs were performed.

(3) Entry door of the master bathroom needs minor adjustment to the strike plate to allow the door to latch fully.

Re-inspected 2/8/2024 **The repairs appear to be satisfactory**. It is recommended that you obtain a copy of the repair contract from the sellers (s). Our company does not guarantee repairs from service providers. We only re-inspect to determine whether or not repairs were performed.

- **4.4** The Inspector cannot warrant that all (if any) failed double-pane window seals in the home were identified. The symptoms of some failed thermal seals may be visible under certain weather conditions and not visible in other conditions. Further evaluation by a qualified window professional is recommended.
- **4.6** Although it may not have been required at the time of the home's original construction, the stairway did not have a graspable handrail as defined by generally-accepted current standards.

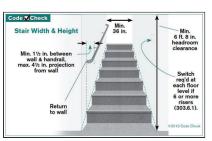
Consider having a graspable handrail installed to make it compliant with modern safety standards:

- 1: Measure 1½ inches to 2 inches across (if circular)
- 2. Be 34 inches to 38 inches above the nosing of stair treads
- 3. Be continuous for the full length of the flight of stairs
- 4: Return to the wall at the top and bottom or terminate at a newel post
- 5: Be a minimum of 1½ inches from the wall
- 6: Have a graspable profile

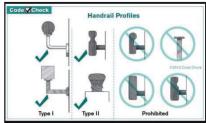
Re-inspected 2/8/2024 The repairs do NOT appear to be adequate. The repair is either incomplete or has not been done according to standard workmanlike practice.

A new rail was installed but the upper and lower terminations of the rail did not return and terminate against the wall.

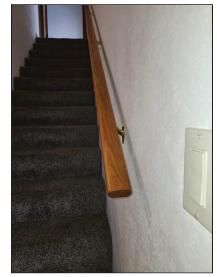




4.6



4.6



4.6 2/8/2024

4.7 The Inspector observed what appeared to be microbial growth in the 2nd bedroom next to the water heater. Identifying mold requires laboratory testing. When exposed to moisture levels at or above approximately 27% in materials, mold can produce airborne spores. High concentrations of spores can represent a health hazard to those with asthma, allergies, lung disease, or compromised immune systems. At moisture levels below about 27%, mold fungi do not produce spores. Small amounts of mold can be

removed with detergent and a brush and the area treated with a fungicide. Large amounts are typically removed with abrasive materials or encapsulated, depending on the location. The inspector did not observe any signs of elevated moisture content in this area. The source may have been corrected, or the source may be seasonal.

Re-inspected 2/8/2024 The repairs do NOT appear to be adequate. The repair is either incomplete or has not been done according to standard workmanlike practice.







4.7 4.7





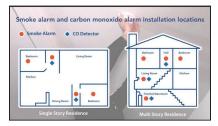
4.7 2/8/2024

4.8 Smoke detectors in the bedrooms appeared to be older and may need to be replaced. According to the National Fire Protection Association, you should replace a detector when it is 10 years old or older. Install new smoke detectors in each hallway, common areas and one inside of each bedroom.

Re-inspected 2/8/2024 **The repairs appear to be satisfactory**. It is recommended that you obtain a copy of the repair contract from the sellers (s). Our company does not guarantee repairs from service providers. We only re-inspect to determine whether or not repairs were performed.

4.9 No visible Carbon Monoxide detectors were identified in the home. The inspector always recommends installing Carbon Monoxide detectors in a home that has a: gas water heater, furnace, wood/gas fireplace and any fuel-burning appliance. Refer to the installation instructions provided with the CO detector about correct placement.

Re-inspected 2/8/2024 **The repairs appear to be satisfactory**. It is recommended that you obtain a copy of the repair contract from the sellers (s). Our company does not guarantee repairs from service providers. We only re-inspect to determine whether or not repairs were performed.



5. Kitchen and Built-in Appliances



Inspection of kitchens typically includes (limited) operation and visual inspection of the following: wall, ceiling and floor; windows, skylights and doors; range/cooktop (basic functions, anti-tip); range hood (fan, lights, type); dishwasher; Cabinetry exterior and interior; door and drawer; Sink basin condition; supply valves; adequate trap configuration; functional water flow and drainage; disposal; Electrical switch operation; and outlet placement, grounding, and GFCI protection. The home inspector is not required to observe: Clocks, timers, self-cleaning oven function, or thermostats for calibration or automatic operation; Non built-in appliances; or Refrigeration units. The home inspector is not required to operate: Appliances in use; or Any appliance that is shut down or otherwise inoperable. **Note:**Appliances are operated at the discretion of the Inspector.

The home inspector shall observe and operate the basic functions of the following kitchen appliances: Permanently installed dishwasher, through its normal cycle; Range, cook top, and permanently installed oven; Trash compactor; Garbage disposal; Ventilation equipment or range hood; and Permanently installed microwave oven. The home inspector is not required to observe: Clocks, timers, self-cleaning oven function, or thermostats for calibration or automatic operation; Non built-in appliances; or Refrigeration units. The home inspector is not required to operate: Appliances in use; or Any appliance that is shut down or otherwise inoperable.



		IN	NI	MD	RR	NP	Styles & Materials
5.0	Electrical Receptacles, Kitchen	•					Countertop Material: Laminate
5.1	Counters and Backsplash	•					Range/Oven: Electric
5.2	Cabinets	•					Range/Oven Brand: Frigidaire
5.3	Plumbing Drain and Vent Systems	•					Range/Oven Anti-Tip
5.4	Plumbing Water Supply, Faucets and Fixtures	•					Bracket Installed: NO
5.5	Dishwasher	•					Range Hood: Recirculating
5.6	Range/Oven				•		(removable filter) Lights and fan operable
5.7	Range Hood, Cooktop Exhaust	•					Dishwasher Brand: Kenmore
5.8	Built-in Microwave	•					Dishwasher Anti-
5.9	Garbage Disposal	•					siphon method: High-loop installed
5.10	Refrigerator	•					Garbage Disposal
	spected, NI= Not Inspected, MD= Marginal Defects, RR= Repair/Replace, lot Present	IN	NI	MD	RR	NP	Brand: Waste King
1VI — I	iot i resent						Refrigerator Brand: Kenmore

Comments:

- **5.1 Maintenance Tip:** Caulk all open seams along the backsplash and along the sink to prevent moisture intrusion
- **5.3** The drain/waste line for the kitchen sink was leaking at the time of the inspection. Repairs are needed. I recommend a qualified licensed plumber repair or correct as needed.

Re-inspected 2/8/2024 **The repairs appear to be satisfactory**. It is recommended that you obtain a copy of the repair contract from the sellers (s). Our company does not guarantee repairs from service providers. We only re-inspect to determine whether or not repairs were performed.



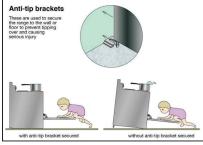


5.3 2/8/2024

5.3

5.6 The range did not have an anti-tip device installed. This bracket is essential to the safe operation of the range. It provides protection when excess force or weight is applied to an open oven door such as a child standing on the open oven door. The Inspector recommends installation of an approved anti-tip device. Most manufacturers will send you an anti-tip device free of charge.

Re-inspected 2/8/2024 The repairs do NOT appear to be adequate. The repair is either incomplete or has not been done according to standard workmanlike practice.



5.6 Anti-tip Bracket

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5.9 Maintenance Tip: Odors naturally occur within a garbage disposal over time. To clean and deodorize your disposal: Drop in a 1/2 cup of ice cubes and 1/4 cup of lemon cut into small pieces and/or 1/2 cup baking soda. Turn on the disposal and allow to run for 30 seconds, while the disposal is still running, turn on the cold water to help flush the lemon through the disposal. Run until the disposal is clear. Repeat as often as needed.

The built-in appliances of the home were inspected and reported on with the above information. While the inspector makes every effort to find all areas of concern, some areas can go unnoticed. Please be aware that the inspector has your best interest in mind. Any repair items mentioned in this report should be considered before purchase. It is recommended that qualified contractors be used in your further inspection or repair issues as it relates to the comments in this inspection report.

6. Bathrooms

Inspection of the bathrooms typically includes the following:walls, floors and ceiling; sink (basin, faucet, overflow); cabinets (exteriors, doors, drawers, undersink); toilet/bidet tub and shower (valves, showerhead, walls, enclosure); electrical (outlets, lighting); and room ventilation







Master Bathroom

Master Bathroom

2nd Bathroom

		IN	NI	MD	RR	NP	Styles & Materials
6.0	Electrical Receptacles, Bathrooms	•					Floor: Tile
6.1	Counters and Cabinets	•					Wood laminate Countertops:
6.2	Mirrors	•					Solid Surface
6.3	Bath Hardware (towel bar, hooks, toilet paper holder, mirror)	•					Ventilation: Fan
6.4	Sinks and Faucets	•					Bathtub: Bathtub with shower
6.5	Ventilation	•					Shower: Tiled, Site-Built
6.6	Toilet	•					enclosure
6.7	Shower	•					
6.8	Bathtub	•					
	Inspected, NI= Not Inspected, MD= Marginal Defects, RR= Repair/Replace,	IN	NI	MD	RR	NP	•

Comments:

NP= Not Present

6.4 (1) In the master bathroom, leaking connection at the sink drain beneath the sink should be repaired to avoid future/additional damage to the cabinet floor and possibly the wall/floor structures below.

Re-inspected 2/8/2024 **The repairs appear to be satisfactory**. It is recommended that you obtain a copy of the repair contract from the sellers (s). Our company does not guarantee repairs from service providers.

We only re-inspect to determine whether or not repairs were performed.





6.4 2/8/2024

(2) In the 2nd bathroom, leaking connection at the sink drain beneath the sink should be repaired to avoid future/additional damage to the cabinet floor and possibly the wall/floor structures below.

Re-inspected 2/8/2024 **The repairs appear to be satisfactory**. It is recommended that you obtain a copy of the repair contract from the sellers (s). Our company does not guarantee repairs from service providers. We only re-inspect to determine whether or not repairs were performed.





6.4 2/8/2024

6.4

6.5 Maintenance Tip: Clean the grill cover annually or more frequently as needed to reduce dust accumulation on the exhaust fan. Exhaust fans should be used during bathing and for up to 20 minutes after bathing to properly exhaust the warm moisture-laden air. This will help to prevent mildew and fungal growth from forming on bathroom walls and ceilings.

6.7 (1) Mineral buildup between the tile grout in the master bathroom indicates that water may be getting below the tiles.

Re-inspected 2/8/2024 **The repairs appear to be satisfactory**. It is recommended that you obtain a copy of the repair contract from the sellers (s). Our company does not guarantee repairs from service providers. We only re-inspect to determine whether or not repairs were performed.



Sun Valley Home Inspections

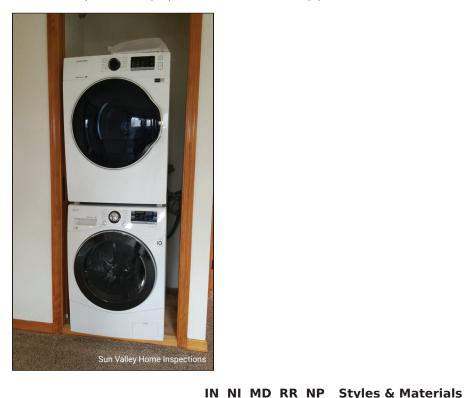
(2) Several tiles at the shower curb were loose.

Re-inspected 2/8/2024 **The repairs appear to be satisfactory**. It is recommended that you obtain a copy of the repair contract from the sellers (s). Our company does not guarantee repairs from service providers. We only re-inspect to determine whether or not repairs were performed.

6.8 Maintenance Tip: The joints where the bathtub meets the floor and at the wall surround should be kept sealed with an adequate caulking. This will help prevent moisture intrusion to the underlying surfaces.

7. Laundry Room

In addition to those items typically inspected as part of the interior, inspection of the laundry room includes examination of the following:dryer connections and venting; room ventilation; and provision of proper clothes washer waste pipe.



							01,100 01101011010
7.0	Clothes Dryer/Operation	•					Installed Dryer Power Source:
7.1	Dryer Venting	•					Electric
7.2	Clothes Washer/Operation	•					Dryer Vent: Corrugated Metal (UL- approved)
7.3	Receptacles, Switches, Plumbing Connections	•					Dryer 240-volt
	Inspected, NI= Not Inspected, MD= Marginal Defects, RR= Repair/Replace, Not Present	IN	NI	MD	RR	NP	electrical receptacle: Not visible
							Clothes Washer

Comments:

- **7.0** Clothes dryer was activated and ran through a complete drying cycle on high-heat. No deficiencies in the functional operation were observed at the time of the inspection
- **7.1** (1) **Maintenance Tip:** Check and clean the exterior exhaust vent of the clothes dryer to ensure that the damper works as intended. Cleaning the dryer's built-in lint trap after each cycle will help minimize the amount of lint going through the dryer vent.
- (2) The dryer vent was disconnected behind the dryer and should be reconnected to properly route to dryer exhaust to the exterior. Failure to reconnect the vent may result in unsatisfactory condition from excessive humidity and lint accumulation in the home. Excessively high humidity can damage home materials or components and may encourage the growth of microbes such as mold.

Brand: LG

SAMSUNG

Clothes Dryer Brand:

Re-inspected 2/8/2024 **The repairs appear to be satisfactory**. It is recommended that you obtain a copy of the repair contract from the sellers (s). Our company does not guarantee repairs from service providers. We only re-inspect to determine whether or not repairs were performed.







7.1 2/8/2024

7.1 7.1



7.1 2/8/2024

(3) The exterior duct hood/damper of the dryer vent was damaged at the time of the inspection. Replacement is recommended.

Re-inspected 2/8/2024 **The repairs appear to be satisfactory**. It is recommended that you obtain a copy of the repair contract from the sellers (s). Our company does not guarantee repairs from service providers. We only re-inspect to determine whether or not repairs were performed.





7.1

7.1 2/8/2024

- **7.2** Clothes washer was activated and ran through a complete wash cycle with hot water. No deficiencies in the functional operation were observed at the time of the inspection
- **7.3** As a recommended upgrade, consider changing the existing washing machine water supply lines from the current rubber hoses to more durable and burst-resistant stainless steel braided hoses. This type of stainless steel hose has nearly double the PSI rating than those made from rubber and can help prevent costly repairs due to a burst water hose.



7.3

8. Plumbing



Inspection of the plumbing system typically includes (limited) operation and visual inspection of: water supply source (identification as public or private); sewage disposal system (identification as public or private); water supply/distribution pipes; drain, waste and vent (DWV) system; water heater (type, condition and operation); gas system; and sump pump (confirmation of installation/operation).

 8.0 Water Supply and Distribution 8.1 Main Water Shut-Off Valve and Location 8.2 Sewage and DWV Systems 		 МΩ	RR	NP
	•			
8.2 Sewage and DWV Systems	•			
0.2 Sewage and DWV Systems	•			
8.3 Gas System	•			

IN= Inspected, NI= Not Inspected, MD= Marginal Defects, RR= Repair/Replace, NP= Not Present

IN NI MD RR NP

Styles & Materials

Water Supply Source: Public Water Supply

Main Water Supply

Pipe:

Copper

Main Water Shut-off

Device Location:

Bedroom 2 closet

Water Distribution

Pipes:

Copper

Distribution Pipe

Bonding:

Did not determine

Drain Waste and Vent

Pipe Materials:

Acrylonitrile butadiene styrene (ABS)

Functional Flow:

All plumbing fixtures had functional flow

Functional Drainage:

All plumbing fixtures had functional drainage

Sewage System Type:

Public

Gas Pipe Material:

Black Steel

Type of Gas:

Natural Gas

Comments:

8.1 The main water supply shut-off valve is located in the 2nd bedroom closet next to the water heater.



9. Water Heating System(s)

The inspector shall describe: water heater type; location; fuel source; brand; manufactured date. The inspector will inspect: the water heating equipment, including the energy source, water tank piping connections, venting, temperature/pressure-relief (TPR) valves, Watts 210 valves, and seismic bracing; interior water supply, including all fixtures and faucets, by running the water. The inspector shall report as in need of correction: deficiencies in the water supply by viewing the functional flow in two fixtures operated simultaneously.

The inspector is not required to: light or ignite pilot flames; measure the capacity, temperature, age, life expectancy or adequacy of the water heater; turn on electric water heater breakers; inspect anode rods; inspect heating elements.





IN NI MD RR NP Styles & Materials

9.0	Electric Water Heater	•			
9.1	Manufactured Date	•			
9.2	Tank	•			
9.3	Plumbing Pipes, Valves (inlet, outlet)	•			
9.4	Hot Water Distribution (at each plumbing fixture)	•			
9.5	Electrical Wiring	•			
9.6	Tank Pan			•	•
9.7	Tank Seismic Strap(s)			•	•
9.8	Temperature Pressure Release Valve (TPR)/Discharge Pipe			•	

IN= Inspected, NI= Not Inspected, MD= Marginal Defects, RR= Repair/Replace,

Water Heater Brand: STATE Water Heater

Location:

Bedroom closet

Water Heater Power

Source: Electric

Water Heater

Capacity: 50 Gallon

Number of Water

Heaters:

1

IN NI MD RR NP

Comments:

NP= Not Present

9.1 Manufactured Date: 2014

According to NAIB 1997 and Freddie Mac 2002, the average life span for an electric water heater is 10-15

years a gas water heater is 15-18 years.

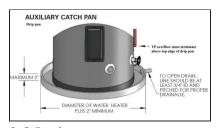
- **9.2 Maintenance Tip:** Drain the tank at least once a year to remove sediment. Replace the anode rod in the tank every 5-10 years. Cleaning the tank annually prolongs the life of the anode rod. If your electric water heater has not been cleaned for years and seems inefficient, check the heating element. Keep the water temperature at 120F to 130F.
- **9.3** Actively leaking water visible at the noted cold water pipe/connection of the water heater at the time of the inspection.

Re-inspected 2/8/2024 **The repairs appear to be satisfactory**. It is recommended that you obtain a copy of the repair contract from the sellers (s). Our company does not guarantee repairs from service providers. We only re-inspect to determine whether or not repairs were performed.



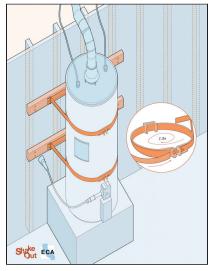
9.3

9.6 Although this water heater was installed in a location in which leakage of the tank or plumbing connections would cause damage, no drip pan was installed. A proper drip pan is recommended to be installed by a qualified plumbing contractor to prevent possible water damage.



9.6 Drain pan

9.7 Water heater lacks seismic straps. Consider installation of this safety feature per modern building standards by qualified contractor. During past earthquakes, water heaters have moved or tipped over if they were not securely anchored to adjacent walls or floors. This movement has resulted in gas line or water line leaks, and electrical wiring damage. Gas line leaks and damaged electrical wiring pose health and fire hazards, and water line leaks can cause significant and costly property damage.



9.8 The discharge pipe of this water heater temperature/pressure relief (TPR) valve was installed so that it does not allow for the natural flow from gravity to drain any discharged water. The Inspector recommends correction by a qualified contractor. The TPR valve on water heater needs a 3/4 threaded pipe to drain by gravity and extend within 6 inches of the floor for safety. A properly installed TPR valve and discharge pipe allows hot water to discharge through the device when conditions of excessive pressure, excessive temperature or both occur, and directs the water to a safer location (the floor).

Re-inspected 2/8/2024 The repairs do NOT appear to be adequate. The repair is either incomplete or has not been done according to standard workmanlike practice.



9.8

The plumbing in the home was inspected and reported on with the above information. While the inspector makes every effort to find all areas of concern, some areas can go unnoticed.

10. Electrical



Over the years, many different types and brands of electrical components have been installed in homes. Electrical components and standards have changed and continue to change. Homes electrical systems are not required to be updated to meet newly enacted electrical codes or standards. Full and accurate inspection of electrical systems requires contractor-level experience. For this reason, full inspection of home electrical systems lies beyond the scope of the General Home Inspection.

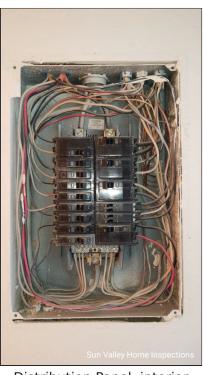
The General Home Inspection is limited to identifying common electrical requirements and deficiencies. Conditions indicating the need for a more comprehensive inspection will be referred to a qualified electrical contractor. Inspection of the home electrical system typically includes visual inspection of the following: service drop: conductors, weatherhead, and service mast; electric meter exterior; service panel and sub-panels; service and equipment grounding; system and component bonding; and visible branch wiring: receptacles (representative number), switches, lighting







Circuit Directory, distribution panel



Distribution Panel, interior view

IN NI MD RR NP Styles & Materials

10.0	Electric Meter		•		
10.1	Service Disconnect	•			
10.2	Equipment Grounding & Bonding	•			
10.3	Distribution Panel Cabinet, Ampacity, and Cover	•			
10.4	Distribution Panel Wiring	•			
10.5	Electrical Panel Overcurrent Protection Devices	•			
10.6	Conventional Electrical Receptacles (interior)			•	
10.7	Switches	•			
10.8	Lighting and Switched Devices	•			

 ${\sf IN=Inspected,\,NI=Not\,Inspected,\,MD=Marginal\,Defects,\,RR=Repair/Replace,\,NP=Not\,Present}$

IN NI MD RR NP

Electrical Service

Conductors:

Underground service 120/240 volt service

Service Panel Type:

Breaker Disconnect

Service Panel

Location:

At Electric Meter, exterior

Service Disconnect

Location:

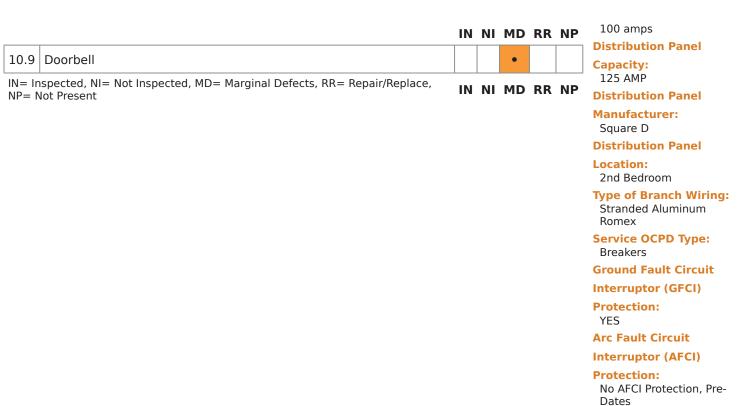
At Service Panel

Service Disconnect

Type:

Breaker

Service Disconnect Ampacity:



Comments:

10.1 No labeling was provided at the electric meters and service disconnects for this building. Accurate labeling should be provided so that the correct Service Disconnect of the home can be identified in an emergency. Consult with the HOA about adding accurate labels to the meters and disconnects.



10.1

10.3 The Circuit Directory identifying individual electrical circuits was not complete at the distribution panel. The panel should contain a clearly-marked label identifying individual circuits so that in an emergency, individual circuits can be quickly shut off. The Inspector recommends that an accurate Circuit Directory be

installed by a qualified electrical contractor.

Re-inspected 2/8/2024 The repairs appear to be satisfactory. It is recommended that you obtain a copy of the repair contract from the sellers (s). Our company does not guarantee repairs from service providers. We only re-inspect to determine whether or not repairs were performed.

10.4 Several connection lugs on the neutral bus bar were double lugged. Double lugging is where two neutral conductors are connected in the same lug and is an incorrect installation. Each neutral conductor should be under its own connection lug. Although it was generally accepted around the time of the home's original construction, it is recommended that it be corrected to today's safety standards.

Re-inspected 2/8/2024 The repairs appear to be satisfactory. It is recommended that you obtain a copy of the repair contract from the sellers (s). Our company does not guarantee repairs from service providers. We only re-inspect to determine whether or not repairs were performed.



10.4



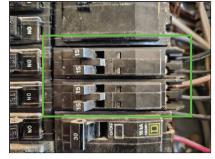
10.4 2/8/2024

10.5 (1) In the Distribution Panel, several branch conductors were connected to a circuit breaker for which the wire size was undersized and insufficient. This defective condition should be corrected by a qualified electrical contractor.

Re-inspected 2/8/2024 The repairs appear to be satisfactory. It is recommended that you obtain a copy of the repair contract from the sellers (s). Our company does not guarantee repairs from service providers. We only re-inspect to determine whether or not repairs were performed.



10.5 Lower of each tandem breaker



10.5 2/8/2024: New 15 amp breakers installed

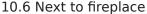
(2) The home's electrical service contained Ground Fault Circuit Interrupter (GFCI) breakers and/or receptacles designed to provide protection by shutting off current flow should sensors indicate a difference between incoming and outgoing voltage in outlets at protected circuits.

 igwedge $oxed{10.6}$ An electrical receptacle in the family room had an open ground. Other receptacles in the home were

grounded. This condition should be corrected by qualified electrical contractor.

Re-inspected 2/13/2024 The repairs do NOT appear to be adequate. The repair is either incomplete or has not been done according to standard workmanlike practice.







10.6 2/8/2024

10.8 Several light fixtures/bulbs in various areas of the home did not respond to the switch. The bulb may need to be replaced or there may be a problem with the switch, wiring or light fixture.

Re-inspected 2/8/2024 **The repairs appear to be satisfactory**. It is recommended that you obtain a copy of the repair contract from the sellers (s). Our company does not guarantee repairs from service providers. We only re-inspect to determine whether or not repairs were performed.

10.9 The doorbell had a weak response to the button.

Re-inspected 2/8/2024 The repairs do NOT appear to be adequate. The repair is either incomplete or has not been done according to standard workmanlike practice.

11. Heating



Heating system inspection will not be as comprehensive as that performed by a qualified heating, ventilating, and air-conditioning (HVAC) system contractor. For example: identification of cracked heat exchangers requires a contractor evaluation. Report comments are limited to identification of common requirements and deficiencies. Observed indications that further evaluation is needed will result in referral to a qualified HVAC contractor. The general home inspection does not include any type of heating system warranty or guaranty. Inspection of heating systems is limited to basic evaluation based on visual examination and operation using normal controls. Report comments are limited to identification of common requirements and deficiencies. Observed indications that further evaluation is needed will be referred to a qualified heating, ventilating, and air-conditioning (HVAC) contractor. Inspection of heating systems typically includes (limited) operation and visual inspection of: the heating appliance (confirmation of adequate response to the call for heat); proper heating appliance location; proper or adequate heating system configuration; exterior cabinet condition; fuel supply configuration and condition; combustion exhaust venting; heat distribution components; proper condensation discharge; and temperature/pressure relief valve and discharge pipe (presence, condition, and configuration).







P Styles & Materials Heating System Type:

Electric baseboard

Electric resistance heater, wall mount Gas-Fired Stove Energy Source(s):

heaters

IN= Inspected, NI= Not Inspected, MD= Marginal Defects, RR= Repair/Replace,		INI	MI	MD	DD	ND
11.3	Gas Fireplace/Stove	•				
11.2	Electric Baseboard and Electric Resistance Heaters	•				
11.1	Thermostat	•				
11.0	Presence of Installed Heat Source in Each Livable Room	•				

IN NI MD RR NP

Natural gas Electric

Number of Heat

Systems or Types:
Three

Comments:

NP= Not Present

- **11.2** (1) **Maintenance Tip:** Turn off the heating unit at the circuit breaker first. Then, remove the grill cover and gently vacuum off the heating elements and if applicable the blower fan and interior of the heating unit. This will help to eliminate odors commonly associated with this type of heating equipment. Cleaning the units annually prior to the cold winter months will also help increase the lifespan and efficiency of the units.
- (2) Electric baseboard heater located in the 2nd bedroom was loosely attached to the wall. Resecure as needed as a safety precaution.

Re-inspected 2/8/2024 **The repairs appear to be satisfactory**. It is recommended that you obtain a copy of the repair contract from the sellers (s). Our company does not guarantee repairs from service providers. We only re-inspect to determine whether or not repairs were performed.

(3) Electric baseboard heater located in the master bedroom was loosely attached to the wall. Resecure as needed as a safety precaution.

Re-inspected 2/8/2024 **The repairs appear to be satisfactory**. It is recommended that you obtain a copy of the repair contract from the sellers (s). Our company does not guarantee repairs from service providers. We only re-inspect to determine whether or not repairs were performed.

11.3 (1) The gas stove was activated and checked for installation and functional operation. No deficiencies were observed at the time of the inspection.



11.3

(2) The gas stove is operated with a switch mounted on the unit.

Summary



Sun Valley Home Inspections

PO Box 1637 Hailey ID 83333 208-481-1969 NACHI # 17051629

Customer

City of Ketchum

Address

225 Pinewood Ln #C16 Ketchum ID 83340

The following items or discoveries indicate that these systems or components **do not function as intended** or **adversely affects the habitability of the dwelling;** or **warrants further investigation by a specialist,** or **requires subsequent observation.** This summary shall not contain recommendations for routine upkeep of a system or component to keep it in proper functioning condition or recommendations to upgrade or enhance the function or efficiency of the home. This Summary is not the entire report. The complete report may include additional information of concern to the customer. It is recommended that the customer read the complete report.

General Summary

10.1 Service Disconnect

Inspected

No labeling was provided at the electric meters and service disconnects for this building. Accurate labeling should be provided so that the correct Service Disconnect of the home can be identified in an emergency. Consult with the HOA about adding accurate labels to the meters and disconnects.

Plumber

9.8 Temperature Pressure Release Valve (TPR)/Discharge Pipe

Repair/Replace

The discharge pipe of this water heater temperature/pressure relief (TPR) valve was installed so that it does not allow for the natural flow from gravity to drain any discharged water. The Inspector recommends correction by a qualified contractor. The TPR valve on water heater needs a 3/4 threaded pipe to drain by gravity and extend within 6 inches of the floor for safety. A properly installed TPR valve and discharge pipe allows hot water to discharge through the device when conditions of excessive pressure, excessive temperature or both occur, and directs the water to a safer location (the floor).

Re-inspected 2/8/2024 The repairs do NOT appear to be adequate. The repair is either incomplete or has not been done according to standard workmanlike practice.

Electrician

10.6 Conventional Electrical Receptacles (interior)

Repair/Replace

An electrical receptacle in the family room had an open ground. Other receptacles in the home were grounded. This condition should be corrected by qualified electrical contractor.

Re-inspected 2/13/2024 The repairs do NOT appear to be adequate. The repair is either incomplete or has not been done according to standard workmanlike practice.

10.9 Doorbell

Marginal Defects

The doorbell had a weak response to the button.

Re-inspected 2/8/2024 The repairs do NOT appear to be adequate. The repair is either incomplete or has not been done according to standard workmanlike practice.

Contractor

1.0 Exterior Doors

Repair/Replace

Latch for the master bedroom exterior door was missing at the time of the inspection preventing the door from securely locking.

Re-inspected 2/8/2024 The repairs do NOT appear to be adequate. The repair is either incomplete or has not been done according to standard workmanlike practice.

1.7 Wood Siding

Repair/Replace

Wood siding covering exterior walls had damage visible. This condition appeared to be the result of wood decay caused by moisture absorption due to inadequate clearance from grade. Wood siding should have a minimum clearance of 6 inches from grade.

Re-inspected 2/8/2024 The repairs do NOT appear to be adequate. The repair is either incomplete or has not been done according to standard workmanlike practice.

4.6 Steps, Stairways, Balconies and Railings

Repair/Replace

Although it may not have been required at the time of the home's original construction, the stairway did not have a graspable handrail as defined by generally-accepted current standards.

Consider having a graspable handrail installed to make it compliant with modern safety standards:

- 1: Measure 1¼ inches to 2 inches across (if circular)
- 2. Be 34 inches to 38 inches above the nosing of stair treads
- 3. Be continuous for the full length of the flight of stairs
- 4: Return to the wall at the top and bottom or terminate at a newel post
- 5: Be a minimum of $1\frac{1}{2}$ inches from the wall
- 6: Have a graspable profile

Re-inspected 2/8/2024 The repairs do NOT appear to be adequate. The repair is either incomplete or has not been done according to standard workmanlike practice.

A new rail was installed but the upper and lower terminations of the rail did not return and terminate against the wall.

4.7 Misc. Components: Env. Hazards, etc.

Repair/Replace

The Inspector observed what appeared to be microbial growth in the 2nd bedroom next to the water heater. Identifying mold requires laboratory testing. When exposed to moisture levels at or above approximately 27% in materials, mold can produce airborne spores. High concentrations of spores can represent a health hazard to those with asthma, allergies, lung disease, or compromised immune systems. At moisture levels below about 27%, mold fungi do not produce spores. Small amounts of mold can be removed with detergent and a brush and the area treated with a fungicide. Large amounts are typically removed with abrasive materials or encapsulated, depending on the location. The inspector did not observe any signs of elevated moisture content in this area. The source may have been corrected, or the source may be seasonal.

Re-inspected 2/8/2024 The repairs do NOT appear to be adequate. The repair is either incomplete or has not been done according to standard workmanlike practice.

Appliance Tech

5.6 Range/Oven

Repair/Replace

The range did not have an anti-tip device installed. This bracket is essential to the safe operation of the range. It provides protection when excess force or weight is applied to an open oven door such as a child standing on the open oven door. The Inspector recommends installation of an approved anti-tip device. Most manufacturers will send you an anti-tip device free of charge.

Re-inspected 2/8/2024 The repairs do NOT appear to be adequate. The repair is either incomplete or has not been done according to standard workmanlike practice.

Home inspectors are not required to report on the following: Life expectancy of any component or system; The causes of the need for a repair; The methods, materials, and costs of corrections; The suitability of the property for any specialized use; Compliance or non-compliance with codes, ordinances, statutes, regulatory requirements or restrictions; The market value of the property or its marketability; The advisability or inadvisability of purchase of the property; Any component or system that was not observed; The presence or absence of pests such as wood damaging organisms, rodents, or insects; or Cosmetic items, underground items, or items not permanently installed. Home inspectors are not required to: Offer warranties or guarantees of any kind; Calculate the strength, adequacy, or efficiency of any system or component; Enter any area or perform any procedure that may damage the property or its components or be dangerous to the home inspector or other persons; Operate any system or component that is shut down or otherwise inoperable; Operate any system or component that does not respond to normal operating controls; Disturb

insulation, move personal items, panels, furniture, equipment, plant life, soil, snow, ice, or debris that obstructs access or visibility; Determine the presence or absence of any suspected adverse environmental condition or hazardous substance, including but not limited to mold, toxins, carcinogens, noise, contaminants in the building or in soil, water, and air; Determine the effectiveness of any system installed to control or remove suspected hazardous substances; Predict future condition, including but not limited to failure of components; Since this report is provided for the specific benefit of the customer(s), secondary readers of this information should hire a licensed inspector to perform an inspection to meet their specific needs and to obtain current information concerning this property.

Prepared Using HomeGauge http://www.HomeGauge.com : Licensed To Aaron Heugly



Sun Valley Home Inspections

Aaron Heugly

PO Box 1637 Hailey ID 83333 208-481-1969 NACHI # 17051629



Reservation Agreement

THIS IS A RESERVATION AGREEMENT AND IS A BINDING CONTRACT

This Reservation Agreement ("Agreement") is entered into this 24th day of January, 2024, between the City of Ketchum, ("Seller") and Matthew McGraw ("Buyer"). Seller agrees to reserve for Buyer the Property at 225 Pinewood Lane C16, whose legal description is: Condominium Unit C, Building 16, as shown on the Condominium Map for PARKSIDE VILLAGE CONDOMINIUMS, appearing in the records of Blaine County, Idaho, as Instrument No. 194672, and as defined and described in the Condominium Declaration for PARKSIDE VILLAGE CONDOMINIUMS, recorded as Instrument No. 194673, records of Blaine County, Idaho, pursuant to the following terms:

- 1. Buyer shall, in conjunction with the execution of this Reservation Agreement, deliver <u>Five Hundred Dollars (\$500)</u> (the "**Reservation Deposit**") to be deposited in <u>Blaine County Title Company Trust</u> account in favor of Buyer within one (1) business day of acceptance of this Reservation Agreement. The Reservation Deposit is deemed non-refundable unless (a) Seller is unable to perform, (b) unless Buyer is unable to obtain a loan, or (c) if Buyer is in a backup position and is informed that the back-up Reservation in First Position closes. Seller may continue to solicit other Reservation Agreements to purchase this Property and may enter into one or more Reservation Agreements (i.e., back-up reservations).
- 2. If Buyer elects to convert this Reservation Agreement to a binding Purchase and Sale Agreement, ("Purchase and Sale Agreement"), Buyer must do so by delivering Seller's prepared executed Purchase and Sale Agreement and depositing an additional Five Hundred Dollars (\$500) ("Earnest Money"), in addition to the Reservation Deposit, into escrow within three (3) business days of receipt of written notification from Seller/Seller's agent that the Seller has taken title of the Property. If Buyer does not elect to enter into the Purchase and Sale Agreement within three (3) business days after receipt of Seller's written notification, the Reservation Deposit shall be disbursed to the Seller, and this Reservation Agreement shall be terminated and Buyer shall have no further right, title, estate or interest in the Property.
- 3. The purchase price for the Property shall be \$420,000 (Four Hundred and Twenty Thousand dollars) and shall be paid in accordance with the terms of the Purchase and Sale Agreement at Close of Escrow. Seller will put \$30,000 in an account in the name of the Blaine County Housing Authority to be used to pay HOA capital assessments levied for the roof on this unit.
- 4. Seller shall make available to Buyer an Inspection Report ("Inspection Report") on the Property prior to the execution of this Agreement, or as soon thereafter as the Inspection Report may reasonably be made available to Seller. Seller and Buyer agree that the purchase price for the property, as well as all other terms of the Purchase and Sale Agreement which may rely on the Inspection Report, shall be based on the provided Inspection Report and no other report.
- 5. The parties hereto acknowledge that this instrument does create a contractual obligation to buy and sell on the part of both the Seller or Buyer upon mutual agreement.
- 6. This Reservation Agreement may not be assigned by Buyer to another party or entity prior to conversion to a Purchase and Sale Agreement without the express written consent of Seller.

Signatures on the following page.

Seller	Buyer
The City of Ketchum	
By: Name: Title:	Matthew McGraw Name: Matthew McGraw

Escrow Agreement

This escrow agreement is by and among <u>Blaine County Title Company</u> ("Escrow Agent,") The City of Ketchum ("Seller,") and <u>Matthew McGraw</u>, the ("Buyer") of the Property at 225 Pinewood Lane C16, Ketchum, Idaho.

Escrow Agent, Seller and Buyer hereby agree that all funds of Buyer and a signed copy of the attached Reservation Agreement shall be placed in an escrow depository at Blaine County Title Company.

•			
Dated this _		day of	, 20
SELLER: T	he City of Ket	chum	
BY:			_
ESCROW A	GENT:		Title Company
BY:			
BUYER:	BY:		

Real Estate Purchase And Sale Agreement



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1. Purcha	se Price \$430,00	00.00	Four Hundred	Thirty Thous	and Dollars And	Zero Cents
2. Buyer:			City of h	Ketchum		
Seller:			Charle	s Drew		
Propert	y Address:		225 Pi	newood Lane	C16	
Legal D	escription:		S	ee Exhibit A		
City:	Ket	tchum	County:	Blaine	State:	ID
Terms	The Purchase Pri	ice is payable a				
\$ \$	0.00 Other	r Financing – Se – See Financir	ee Financing Conting ng Contingency "Othe	ency "Other F er Financing T	inancing Terms	uding Earnest Money "
\$4	30,000.00 Total	Purchase Price	 Not including Clos 	ing costs		
Form: Pei Ca: Wir Earnest	sonal Check shier's Check e Transfer Money to be deli	Selling Brok Title Compa vered within thr	Other Rem ker ker any ree (3) business days	arks: Earnest and not	monetary consid	
	pires On: Date:		count upon receipt.		5pm Mounta	ain Time
6. Closing Busines	Date:s Day, the Closing	February g shall occur on	26, 2024 the next Business DOR Other:	In the ev	ent the specified	Closing Date is not a
7. Respons	sible Closing Brol	ker: Logan	Frederickson / C	Office: \	Nindermere Rea	l Estate/SV, LLC
			athy Seal / T			
			nents: Yes D n 6, of this Agreemen	_		
9. Inspecti	on Contingency	☐Yes 🗷 No	D			
bel Ins cor inq Bu	ow, in writing on opection Contingenditions affecting uiry and not rely over's personal pre-	or before ncy is intended the Property wit on the Inspection eferences or tas	th the expectation that on Contingency to obj	a reasonable at the Buyer w ject to condition t provide notice	opportunity to in vill, in good faith, ons that are not a se pursuant to pa	This nvestigate all material make reasonable material or that relate to aragraph 7, below, on o
("in						rveys and other studies thoroughly inspect the
imp	provements has n	ot been verified	s aware that any refe I. Alternative method aterial to the Buyer, B	s of measurer	ment and calcula	
4) Wa	ter Rights verifica pice, experienced	ation: It is strong in water law, to	gly advised that the E advise the Buyer of	luyer contact the validity, q	a knowledgeable uality, and quant	e attorney of the Buyer's tity of any water right the inspection period.
6) Sel	ler shall provide r	easonable acce	rith appropriate qualitiess for such inspection lility arising from such	ons; Buyer sha	all indemnify Sel	ions and verifications. ler and hold Seller Contingency – Continued
Document # _	225/C16BD ent: Feb 20, 2024		Date			2111 12 1 2
CARC OI DOM!	<u></u>	_ buyers minais _	Date	_ Seller's initi	iaisDate	

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Inspection Contingency - Continued

	contingency period. A. Notice of the corvoid, in which case behalf of Buyer pur. B. Notice of the conforth in writing, in w. C. Upon receipt of Buyer written notice condition(s) and/or Seller does not sign Buyer may, within contingency in writin which case the Earn Buyer pursuant to the corrections to be periodically acceptance of the conformal completion acceptance of the corvoid, in which case the Earn Buyer pursuant to the corrections to be periodically acceptance of the conformal completion acceptance of the corvoid in which case the Earn Buyer pursuant to the conformal completion acceptance of the corvoid in which case the Earn Buyer pursuant to the conformal completion acceptance of the corrections to be periodically acceptance of the corrections.	, give one of the follondition(s) and/or defeathe Earnest Money secunt to the "Costs Todition(s) and/or defeathich case this Agreement of the Buyer's Conting business days (and in its entirety or as mest Money shall be the "Costs To Be Paicerformed by Seller, Buyer's condition of the Property of the agreed upon condition of the Property and the Property of the Earney of the Condition of the Property and the Earney of t	wing written notict(s) to which Bushall be refunded to Be Paid By" soct(s) to which Bushert shall remain ph B, above, Seler's Contingency such condition(sency Release for a modified by Serefunded to Buyer shall be entorrections. Buyerty, unless other	ryer objects and declaring this Agril to Buyer (less any unpaid expension); or any objects and Buyer's desired reprint of the shall have business days a Release form) that Seller will company or modifies the corrections record for this Agreement shall be not be event the Contingency Release ittled to conduct a walkthrough price of the stated in writing signed by be selected.	eement null and ses incurred on emedy shall be set on C, below. (3 if blank) to give rect all such ot be corrected. If guested by Buyer, elease the I and void, in red on behalf of se is subject to or to Closing to constitute oth parties.
_	HUD 92564-CN mu	st be signed on or be	efore execution of		
		cuments Contingen	-		No 🗶
imp	acting the Property.	_		s, Plats and/or Owner Association	documents
		d this contingency in			
				be refunded to Buyer (less any un d By" section of this Agreement).	paid expenses
11. Lea	d-Based Paint Disc	losure / Contingen	cy The Subject	Property is "Target Housing" (built	prior to 1978)
lf "Y Ackr pam	ES", Buyer has beer nowledgement: Lead	n provided with Selle I-Based Paint and / o	r's completed an r Lead-Based Pa	dless of the source of the lead: Ye d signed "Disclosure of Informatio aint Hazards" ("Disclosure") and a amphlet"), and one of the following	n and copy of the
cond	luct an inspection fo	r lead-based paint ha	zards. Should B	eement and shall be allowed ten (uyer elect to conduct a lead-based Il be attached hereto; OR	10) days to d paint inspection,
	Buyer hereby acknow -based paint inspect		e Disclosure and	Pamphlet and hereby waives the	right to conduct a
12. Fina	incing Contingency	y		Yes 🗌	No 🗴
This	offer is contingent u	ipon the Property ap	praising at no les	ss than the Purchase Price.	
	offer is contingent u ume Existing Loan: [apon Buyer securing	the following fina	incing:	
New Amo Year If FI- be o depo writte Endo have the a Depo the F	Loan: Upont \$/Percent %	Type of Loan: Maximum % R Maximum Poir sely agreed that notwe the purchase of the Inless the Buyer has Federal Housing Con Ing forth the appraised with ption of proceeding words The appraised valua and Urban Developm should satisfy himse	late:Instance in the control in the control in the control in the control in the consummatic in is arrived at ent will insure. He consume the control in the control	on of the contract without regard to to determine the maximum mortga IUD does not warrant the value no price and condition of the Proper Financing Contin	e Buyer shall not arnest money equirements, a Direct The Buyer shall the amount of age the or the condition of
	# 225/C16BD				34/11
Date of Do	cument: Feb 20, 2024	Buyer's Initials	Date	Seller's Initials Date	1101

Financing Conting	gency - Contin	ued				
Other Finar	ncing Terms:					
				and to make written a both parties. (5 busine		
☐ Prelimi	narv Approva	al: Buyer shall, on or	before			
provide Sel the loan am	ler with a lett rount and ten	er from Buyer's lend	ler evidencing subject only to	oreliminary approval of such reasonable and or rs.		
this Ågreem lending inst be refunded By" section of the termi	nent shall ten itution that a d to Buyer (le of this Agree nation under	loan is not approve ass any unpaid expe ement). In the event this paragraph, the	e, upon deliver d for Buyer at t nses incurred o no such writter Earnest Money	efore	e, the Earnest Mo want to the "Costs red to Seller withir eller (less any unp	ney shall To Be Paid days aid
13. Sale of Buy	yer's Proper	ty Contingency			Yes 🗌	No 🗶
This offer is	contingent of	n the closing of a sa	le of Buyer's p	operty located at:		
Listed with:		1:	sting Agent:		Phone:	
-		this contingency in		efore	Filolie	
this Agreem incurred on	ent shall tern behalf of Buy	ninate and the Earn /er pursuant to the "	est Money shal Costs To Be Pa	I be refunded to Buyer aid By" section of this A	(less any unpaid Agreement).	expenses
14. Seller's Rig	ht to Accele	erate Buyer's Cont	ingency Relea	ses	Yes 🗌	No 🗴
				prior to the release of	☐ all continger	
		· · · · · · · · · · · · · · · · · · ·	•	ller shall give Buyer wr		
In the event receipt of su (less any un Agreement). Property und	the Buyer do ch notice the paid expense In the event	es not release the r in this Agreement sh is incurred on behal the Buyer does rele ning terms and cond	equired conting nall terminate a If of Buyer purs ease the conting	gencies in writing withir nd the Earnest Money uant to the "Costs To E gencies, the Buyer sha greement, notwithstand	nbusiness d shall be returned Be Paid By" sectio Il proceed to purc	ays after the to Buyer n of this nase the
15. Other Conti	ingencies			Yes 🗷 No	See Addendo	ım(s) 🗌
Property to h	ne cleaned in	reluding carnets and	l windows with	in 3 days prior to closi		
r roperty to b	oe cicaneu, ii	icidding carpets and	willidows, with	iii o days prior to closii	ng.	
ļ						
this Agreeme	nt shall term		st Money shall	ing on or before be refunded to Buyer (id By" section of this A		
					1 -	11
Document#2	25/C16BD	_ Buyer's Initials	Date	Seller's Initials	Date 7 174	D /
Date of Document: _	Feb 20, 2024	_ Buyer's Initials	Date	Seller's Initials	Date	1

Form Simplicity

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16. Additional Tel	ms					Yes 🕱	No ☐ Se	e Addendum(s)
BUYER agrees	BUYER acknowledges that SELLER intends to claim this sale as a bargain sale for charitable purposes and BUYER agrees to sign the property receipt acknowledgment on Form 8283 for the SELLER's federal income tax return. BUYER makes no acknowledgment as to the amount of any deduction claimed by the SELLER.							
17. Included Items	(In additio	on to Standa	rd Terms, par	agraph 4)	Exclud	led Items	3	
Washer, Dryer, Fridge, Oven/Range, Dishwasher, Ho			lood	Pers	onal Prop	perty		
title insurance within the Property. Buyer the condition of the have accepted the condition (24) hou terminate and the Epursuant to the "Cos Closing, furnish to the marketable and insube discharged or as Extended and Other problems or risks sudisputes, claims of elements of the homable to issue an "exterverage title policy"	ance - Sell n five (5) but r shall have title as set conditions of urs prior to arnest Mon sts To Be F ne Buyer a urable title a sumed by r Coverage uch as liens easement, ho law such ne and may tended cov , there may painst such way of exte	usiness days e five (5) bus forth in the c of the title. I the Closing, ney shall be edid By" sec title insuran subject to th the Buyer. Title Policie s (i.e., a lega and other m h potential c y not yet be c rerage" polic y be other co problems. If ended covera	s after accepted iness days from the event Brownitment. In the event Brownich and the event Brownich and the event Brownia atters of claim against of public record for an additions in recomment age and other siness atters age and other siness atters age and other siness age and other siness from the event Brownian age and other siness from the event Brownian age and the event Brownian age age age and the event Brownian age	ance of the com the recom the recours, suyer (less preement). The amount of policy of the property as if they at the property of until after coverage	e Agreen ceipt of the cr does n cts, Selle to make any unp The Se of the Po and defe f title insu for payn are not of rty may h er the pu ium. In a y or addi he Buyer s that ma	nent showne commine to object, a shall ha title mark aid expeller shall, urchase for the second of some the second of the se	ving the continent with the Buyer ve five (5) cetable or the continent within a reprice of the continent at the cord at the co	e Property showing ut in this Agreement to ver certain potential or obligation), boundary time of Closing. In obligation before the nee companies may be turn for an extended Such a policy may ance company about
19. Costs To Be Paid By	Appraisal	Standard Title Ins.	Closing Escrow Fee	Assess ments	Well Insp.	Septic Insp.	Septic Pumping	Other:
Buyers					Ti I	i i		
Sellers	X	X	Ti Ti	X				
Share Equally			×	П		n n		
N/A		Ħ			X	X	X	
See Addl. Terms								–
20. Broker working	with Selle	or		Broke	r workin	g with B	UVET	
Broker's Name:	Lo	gan Frederic			's Name		Logan I	Frederickson
Listing Agent:	gent: Scott Mary		Selling	Agent:			a Mathieu	
Brokerage: _	Winderm		ate/SV, LLC	Broker				teal Estate/SV, LLC
Mailing Address: _	L	100 N Main Iailey, ID 83			Addres			N Main St
City, State, Zip: Office Phone:		8 1700/208-			tate, Zip:	<u> </u>		/, ID 83333 00/ 208 309 1329
Fax:	200 10	- 11 00/Z00°	. 20 0000	_ Oπice	Phone:		00 700 170	70, 200 000 1020

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Date

Date

E-Mail:

Seller's Initials

Seller's Initials

225/C16BD

Date of Document: Feb 20, 2024 Buyer's Initials

E-Mail:

Document#

scottmary@windermere.com

Buyer's Initials _

AnnaMathieu@Windermere.com

	Ch bro	EPRESENTATION CONFIRMATION AND A heck one (1) box in Section 1 below and one okerage(s) involved had the following relation ection 1:	(1) box in Section	n 2 below to confirm that in th	nis transaction, the
		The brokerage working with the BUYER(S) in the brokerage working with the BUYER(S) in ASSIGNED AGENT.			BUYER(S), without an
	X	The brokerage working with the BUYER(S) in an ASSIGNED AGENT acting solely on beh	alf of the BUYER	(S).	BUYER(S) and has
	∐ Se	The brokerage working with the BUYER(S) i ection 2:	is acting as a NO	NAGENT for the BUYER(S).	
		The brokerage working with the SELLER(S) The brokerage working with the SELLER(S) ASSIGNED AGENT.			ELLER(S), without an
	×	The brokerage working with the SELLER(S) an ASSIGNED AGENT acting solely on behind the brokerage working with the SELLER(S)	alf of the SELLEF	R(S).	. ,
1	Bro con	ach party signing this document confirms that ochure adopted or approved by the Idaho rea nfirmed above. In addition, each party confirn inspection and review.	Il estate commiss	sion and has consented to the	e relationship
ļ	EΑ	INSPECTION AND TEVIEW. ACH PARTY UNDERSTANDS THAT HE IS A ROKERAGE UNLESS THERE IS A SIGNED V			
22. 8	Sta	andard Terms. All parties are advised to c	arefully review	the following:	
		Withdrawal of Offer/Counteroffer – By de working with the Seller or Offeree (whether to Buyer's receipt of Seller's written accepta Seller) may withdraw his Counteroffer at an such Counteroffer.	livery of a writter Buyer or Seller), ance of this Agree	notice of withdrawal to the c (A) Buyer can withdraw this ement, and (B) an Offeror (wh	offer at any time prior nether Buyer or
2	2.	Closing Date – On or before the Closing Date funds and instruments necessary to comple are either recorded or accepted by an escreinsurance, dues, assessments (using the latens, encumbrances or obligations assumed	te the sale. Closi ow agent and the st available asse	ng means the date on which sale proceeds are available ssment as a basis), rent, inte	all documents to Seller. Taxes, rest and reserves,
3	3.	Closing Costs – Costs in addition to those agreed herein, or provided by law or require Seller's loan is assumed.			
2		included Items - If present at time of offer, at television mounting brackets, satellite dishes screens, window coverings, screen doors, stransmitter(s), exterior trees, plants, shrubbe free-standing fireplaces, awnings, ventilating excepting all other ranges), built-in dishwash mineral rights, irrigation fixtures and equipmerights that are appurtenant thereto, shall be	s, attached plumitorm windows, stery, water heating, cooling and he er(s), any alarms ent, any and all v	oing, bathroom and lighting fi orm doors, garage door oper g apparatus and fixtures, atta ating systems, built-in and dr s (burglar, fire, etc.), fences a vater and water rights, and a	extures, window ner(s), sched fireplaces and op-in ranges (but nd gates, fuel tanks, Il ditches and ditch
5		Seller's Property Disclosure — If required to §55-2501 et.seq. ("IPCDA"), Seller shall, with provide to the Buyer a completed "Seller's Patherein, Buyer shall have three (3) business accordance with the IPCDA.	hin ten (10) calei roperty Disclosui	ndar days after the execution re Form" and if Buyer objects	of this Agreement to any disclosure
6	3.	New Construction or Recent Improvement improvement of over \$2,000.00, the General provide certain disclosures to the prospective obtain such completed forms from the General Contractor and it is not the duty of your agent consult with any General Contractor subject Disclosure Statement.	l Contractor is red e residential real ral Contractor. So t to obtain this in	quired by Title 45, Chapter 5, property purchaser. If applic uch disclosure is the respons formation on your behalf. Yo	, Idaho Code, to able, Buyer should sibility of the General ou are advised to
 Docum		nt # 225/C16BD Buyer's Initials [Date	Seller's Initials Date	41/21
		ocument: Feb 20, 2024 Buyer's Initials [Seller's Initials Date	117
					,

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- 7. Existing Loans Within three (3) business days of acceptance, Seller shall provide Buyer with all Notes and Deeds of Trust or other financing documents to be assumed or taken subject to. Within five (5) business days of receipt thereof, Buyer shall in writing notify Seller of his / her approval or disapproval of the terms of said documents. Buyer's approval shall not be unreasonably withheld.
- 8. **Definitions "Business Day"** shall mean Monday through Friday, excluding Saturday and Sunday, and excluding holidays as defined by Idaho Code, §67-5302. Business Days extend through 5:00 PM in the time zone in which the Property is located. "**Notice(s)**" shall mean a written document specifying the necessary information. "**Delivery**" shall mean transmittal of information by mail, facsimile transmission, courier, hand delivery, or e-mail, to the addresses stated herein. "**Receipt**" shall mean possession of the item of information by the named recipient or within the office of the appropriate broker. "**Written Acceptance"** shall mean receipt of a document signed and dated by all undersigned parties, specifying a certain Offer or Counteroffer. "**Signed**" shall mean a document containing the original, facsimile, electronic, photocopied or scanned signature of a party, any of which shall be binding on the signatory.
- 9. Counterparts / Facsimile Transmission / E-mail This Agreement may be executed in one or more counterparts, each is deemed to be the original hereof, and all of which together constitute one and the same instrument. Facsimile or email transmission of any signed original document, and retransmission of any signed facsimile or email transmission shall be the same as personal delivery of the original. At the request of either party, or the Closing Agency, the parties will confirm facsimile or email transmitted signatures by signing an original document.
- 10. Title Conveyance Title of Seller is to be conveyed by warranty deed, unless otherwise provided, and is to be marketable and insurable except for rights reserved in federal patents, state or railroad deeds, building or use restrictions, building and zoning regulations and ordinances of any governmental unit, and rights of way and easements established or of record. Liens, encumbrances or defects to be discharged by Seller may be paid out of purchase money at date of Closing. No liens, encumbrances, defects, except those which are to be discharged or assumed by Buyer or to which title is taken subject to, shall exist unless otherwise specified in this Agreement.
- 11. Default by Buyer If the Buyer defaults in the performance of this Agreement, Seller will have the option of (1) accepting the Earnest Money as liquidated damages and this Agreement shall terminate; or (2) pursuing any other lawful right or remedy to which the Seller may be entitled, which may include specific performance. In the case of option (1), Seller shall make demand in writing upon the holder of the Earnest Money, upon which demand said holder shall pay from the Earnest Money any unpaid costs incurred by or on behalf of Seller and Buyer related to the transaction, as set forth in the "Costs To Be Paid By" section above, and said holder shall pay any remaining balance of the Earnest Money to the Seller. Notwithstanding the foregoing, if, pursuant to the terms of this Agreement, the Earnest Money has become non-refundable (except in the case of Default by Seller), the receipt of Earnest Money by Seller shall not be considered an election of remedies by Seller and the non-refundable Earnest Money shall not constitute liquidated damages, nor a waiver of other lawful remedies which may be available to Seller; it may, however, be used to offset any damages incurred by Seller. Seller and Buyer specifically acknowledge and agree that if Seller elects to accept the Earnest Money as liquidated damages, such shall be the Seller's sole and exclusive remedy, and such shall not be considered a penalty or forfeiture.
- 12. Default by Seller It is agreed that if the title of said property is not marketable, or cannot reasonably be made so within twenty (20) business days after notice containing a written statement of defects is delivered to the Seller, or if the Seller defaults in the performance of this Agreement including Seller's obligations (if any) to correct defects pursuant to Paragraph 7) C of the Inspection Contingency, the Buyer has the option of (1) having the Earnest Money returned to the Buyer and this Agreement shall terminate; or (2) pursuing any other lawful right or remedy to which the Buyer may be entitled, including specific performance. In the case of option (1), the Buyer shall make demand in writing upon the holder of the Earnest Money. Upon such demand, and provided there is no dispute as to the Seller's default, said holder shall refund the Earnest Money to the Buyer. Seller shall pay for the unpaid costs incurred of title insurance and escrow fees, if any, and any unpaid costs incurred by or on behalf of the Seller and the Buyer related to the transaction, as set forth in this Agreement.
- 13. Interpleader If a dispute arises as to Buyer's or Seller's default and entitlement to the Earnest Money, and such dispute is not resolved within ten (10) business days of a demand for payment of the Earnest Money by the Buyer or the Seller, the holder of the Earnest Money may file an interpleader action in a court of competent jurisdiction, and shall be entitled to recover its attorneys' fees and costs therefore, as provided by Idaho Code § 5-321.

Document #	225/C16BD	Buyer's Initials	Date	Seller's Initials Date 7/17/7/1	
Date of Document	Feb 20, 2024	Buyer's Initials	Date	Seller's Initials Date	

- 14. Attorney's Fees If either party initiates or defends any arbitration or legal action or proceedings, which are in any way connected with this Agreement, the prevailing party shall be entitled to recover from the nonprevailing party reasonable costs and attorneys' fees including such costs and fees on appeal and in any bankruptcy proceeding.
- 15. Risk of Loss Prior to Closing of this sale, all risk of loss shall remain with Seller. In addition, should the Property be materially damaged by fire or other cause prior to the Closing, this Agreement shall be voidable at the option of the Buyer. Buyer shall give written notice of intent to void the Agreement to Seller or Seller's Agent and shall be entitled to a full refund of the Earnest Money.
- 16. Entire Agreement/Severability/Governing Law This Agreement, including all addendums hereto, constitutes the entire agreement of the parties with respect to the purchase and sale of the Property. All prior or contemporaneous agreements, understandings, representations, warranties and statements, whether oral or written, are superseded and shall not be binding on either party. If any provision of this Agreement is held to be illegal or invalid for any reason, the remaining provisions shall nevertheless be given full force and effect. This Agreement shall be interpreted and governed by the laws of the State of Idaho.
- 17. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, SELLER MAKES NO WARRANTY OR REPRESENTATION OF ANY NATURE, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF HABITABILITY (WHICH PROTECTS BUYERS AGAINST MAJOR DEFECTS WHICH ARE NOT READILY REMEDIABLE AND MAY RENDER A DWELLING UNINHABITABLE) WORKMANLIKE CONSTRUCTION, DESIGN, CONDITION, OR QUALITY AS TO THE PROPERTY, OR THE IMPROVEMENTS ON THE PROPERTY, AND SELLER HEREBY EXPRESSLY DISCLAIMS ANY SUCH REPRESENTATIONS OR WARRANTIES. BUYER: __
- 18. Time is of the Essence in this Agreement.
- Agent Representations The Agents representing the Buyer and Seller in this transaction relay information to Buyers and Sellers that has been received from third parties. However, Agents do not make any representations regarding flood plain, wetlands, avalanche zone, hazardous waste, environmental or health hazards, including, but not limited to, mold and radon, code compliance, survey data, finished square footage, property size, zoning or other physical factors nor do the Agents make any representations regarding law or taxation, unless specifically set forth in writing in this Agreement. The Buyer and Seller specifically waive all claims against the Agents regarding any of these matters which are not specifically included in this Agreement. It may be diligent and prudent for the Seller and/or Buyer to employ the services of qualified independent professionals who perform services or provide opinions regarding these matters, and the Agents may, during the course of this transaction, identify such individuals or entities. However, Agents are not warranting in any way the services or opinions provided by such individuals or entities, and the Buyer and Seller specifically waive any and all claims against the Agents regarding such identification.
- 20. FIRPTA Tax Withholding at Closing The parties agree that they shall fully comply with the Foreign Investment in Real Property Tax Act ("FIRPTA"). If Seller is not a "foreign person" under FIRPTA, at Closing. Seller shall sign an affidavit stating the same. If Seller is a "foreign person" under FIRPTA, at Closing the Closing Agent shall withhold from the sale proceeds the appropriate tax amount and submit such amount and any required forms to the Internal Revenue Service. Seller hereby indemnifies and holds Buyer and Closing Agent harmless from any and all liability, including attorney's fees, related to Seller's taxes under FIRPTA, or otherwise, which indemnification and hold harmless shall survive Closing of the transaction.
- 21. AUTHORITY OF SIGNATORY: If BUYER or SELLER is a corporation, partnership, trust, estate, or other entity, the person executing this agreement on its behalf warrants his or her authority to do so and to bind BUYER or SELLER.

In the event this form is received by electronic transmission and / or email, the parties hereto acknowledge that they have not changed or altered the content of this form template

23. WIRE FRAUD WARNING When wiring funds, never rely exclusively on an email, fax, text, or social media message communication. Always personally call the receiving party to confirm that the transaction instructions are legitimate. Wiring money to a fraudulent address may result in the permanent loss of said funds without recourse and liability for failure to perform your obligations under the contract. The parties hereto agree that in the event a party uses, or authorizes the use of, wire transfers or other electronic transfers of money, that party hereby holds Broker, the Brokerage any of its agents harmless from any and all claims arising out of inaccurate instructions, fraudulent interception of funds, and/or any other damages arising from the transfer process or misappropriation of funds.

Document # 225/C16BD	Buyer's Initials	Date	Seller's Initials Date
Date of Document: Feb 20, 2024	Buyer's Initials	Date	Seller's Initials Date
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24. Buyer(s) Acceptance Bu Standard Terms and all a attached	Jyer hereby acknowle addendum(s), and hav	dges having read this Agreement in ring received a copy of this Agreem	n its entirety, including the ent1# of Addendum(s
		Y BINDING CONTRACT. IF TO SEEK THE ADVICE OF A	•
Buyer's Signature		Buyer's Signature	
X		_ x	
Signature	Date	Signature	Date
BAR IN		D. C. INI	
Printed Name:	City of Ketchum	Printed Name:	
Physical Address:	PO BOX 2315	Physical Address:	
City, State, Zip:	etchum, ID 83340	Mailing Address: City, State, Zip:	
Home Dhones		Harris Dharras	
Business Phone:		Business Phone:	
E-Mail:		E-Mail:	
purchase set forth in the a "AS-IS" Subject to Seller agrees to carry out	above Agreement to attached Counteroffe	n(s), and Seller hereby approves a er of on the part of the Seller and acki	
copy of this Agreement si			
	1	Sollar's Signature	
		Seller's Signature	
	2/11/2	7 1	
Seller's Signature	Date //	Seller's Signature X Signature	Date
Seller's Signature X Signature	Date Charles Drew	XSignature	Date
Seller's Signature X Signature Printed Name:	Date // Charles Drew	XSignature Printed Name:	Date
Seller's Signature X Signature Printed Name: Physical Address: Mailing Address:	PO BOX 899	X Signature Printed Name: Physical Address:	Date
Seller's Signature X Signature Printed Name: Physical Address: Mailing Address: City. State. Zip: Ke	PO BOX 899 stchum, ID 83340	X Signature Printed Name: Physical Address: Mailing Address:	Date
Seller's Signature X Signature Printed Name: Physical Address: Mailing Address: City, State, Zip: Home Phone:	PO BOX 899	X	Date
Seller's Signature X Signature Printed Name: Physical Address: Mailing Address: City, State, Zip: Home Phone: Business Phone:	PO BOX 899 etchum, ID 83340 208-309-2555	X Signature Printed Name: Physical Address: Mailing Address: City, State, Zip: Home Phone: Business Phone:	Date
Seller's Signature X Signature Printed Name: Physical Address: Mailing Address: City, State, Zip: Home Phone:	PO BOX 899 etchum, ID 83340 208-309-2555	X	Date

EXHIBIT A LEGAL DESCRIPTION 225 Pinewood Lane C16, Ketchum, ID 83340, Blaine County

Condominium Unit C, Building 16, as shown on the Condominium Map for PARKSIDE VILLAGE CONDOMINIUMS, appearing in the records of Blaine County, Idaho, as Instrument No. 194672, and as defined and described in the Condominium Declaration for PARKSIDE VILLAGE CONDOMINIUMS, recorded as Instrument No. 194673, records of Blaine County, Idaho.

Q2 2)H/24

Real Estate Purchase And Sale Agreement



1.	Purchase Price \$420,000.00	Four Hundre	d Twenty Thou	sand Dollars An	d Zero Cents
2.	Buyer:	Matthew S	Scott McGraw		
	Seller:	City of	Ketchum		
	Property Address:	225 Pinewood	d Ln C16, Ketch	ium ID 83340	
	Legal Description:		See Exhibit A		
	City: Ketchum	County:	Blaine	State:	Idaho
3.	Buyer hereby offers to purchase the	e above described Prope	erty on the follo	wing terms and	conditions:
		s check, loan proceeds, c g – See Financing Contir nancing Contingency "Ot	ngency "Other F her Financing T	Financing Terms	
4.		d By: Other Re g Broker	marks: <u>\$500 ha</u> with Re	eservation, \$500	d to Blaine County Title more to be delivered
		g Broker Company		s days of City p	ne County Title within 3 urchase.
	Earnest Money to be delivered with Agreement and deposited into a tr	hin three (3) business day	ys, unless othe		
5.	Offer Expires On: Date: Fe	bruary 27, 2024 T	ïme:	5pm Moun	tain Time
6.	Closing Date: 45 days after m Business Day, the Closing shall oc Possession Date: ■ On Closing		Day following t		d Closing Date is not a sing Date.
7.	Responsible Closing Broker:	ogan Frederickson	/ Office:	Windermere Re	al Estate/SV, LLC
	Responsible Closing Agency:	Kathy Seal	/ Title Co:	Blaine C	County Title
8.	New Construction or Recent Imp If "YES", see Standard Terms, para		_		
9.	Inspection Contingency Yes	≭ No			
	 This offer is contingent upon below, in writing on or before Inspection Contingency is int conditions affecting the Prop- inquiry and not rely on the Ins Buyer's personal preferences before the date set forth above 	ended to provide the Buy erty with the expectation spection Contingency to s or taste. If Buyer does r ve, Buyer shall be deeme	ver a reasonable that the Buyer object to condite not provide noticed to have acce	e opportunity to will, in good faith ions that are not ce pursuant to p pted the condition	This investigate all material n, make reasonable material or that relate to aragraph 7, below, on or on of the Property.
	 Buyer shall have the right to, ("inspections") at Buyer's sol Property. 				
	 Square footage verification: E improvements has not been significantly. If square footage Water Rights verification: It is 	verified. Alternative methe e is material to the Buyer	ods of measure , Buyer must ve	ement and calcularity same during	ation may vary the inspection period.
	 4) Water Rights verification: It is choice, experienced in water acquired with real estate des 5) Buyer to select own profession 6) Seller shall provide reasonable 	law, to advise the Buyer cribed in this Agreement. onals with appropriate quite access for such inspec	of the validity, Buyer must ve alifications to co ctions; Buyer sl	quality, and qua erify same during onduct all inspec nall indemnify Se	ntity of any water right the inspection period. ctions and verifications.
	harmless from all injury, loss	or liability arising from su	ıch inspections	. Inspection	n Contingency – Continued
	cument # <u>225/C16MM</u> Buyer's te of Document: <u>Feb 26, 2024</u> Buyer's I	Initials Date nitials Date		itials Dat	
	• • • • • • • • • • • • • • • • • • • •				

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7) If Buyer objects to the condition of the Property, Buyer shall, prior to the expiration of the inspection contingency period, give one of the following written notices to Seller: A. Notice of the condition(s) and/or defect(s) to which Buyer objects and declaring this Agreement null and void, in which case the Earnest Money shall be refunded to Buyer (less any unpaid expenses incurred on behalf of Buyer pursuant to the "Costs To Be Paid By" section); or B. Notice of the condition(s) and/or defect(s) to which Buyer objects and Buyer's desired remedy shall be set forth in writing, in which case this Agreement shall remain in effect, subject to sub-paragraph C, below. C. Upon receipt of notice under paragraph B, above, Seller shall have business days (3 if blank) to give Buyer written notice (by signing the Buyer's Contingency Release form) that Seller will correct all such condition(s) and/or defect(s), or identify such condition(s) and/or defect(s) that will or will not be corrected. If Seller does not sign the Buyer's Contingency Release form, or modifies the corrections requested by Buyer, Buyer may, within business days (3 if blank) following Seller's notice period, above, release the contingency in writing in its entirety or as modified by Seller, or this Agreement shall be null and void, in which case the Earnest Money shall be refunded to Buyer (less any unpaid expenses incurred on behalf of Buyer pursuant to the "Costs To Be Paid By" section). In the event the Contingency Release is subject to corrections to be performed by Seller, Buyer shall be entitled to conduct a walkthrough prior to Closing to confirm completion of the agreed upon corrections. Buyer's closing of the transaction shall constitute acceptance of the condition of the Property, unless otherwise stated in writing signed by both parties. 8) FHA INSPECTION REQUIREMENT, if applicable: "For Your Protection: Get a Home Inspection", HUD 92564-CN must be signed on or before execution of this agreement. 10. CC&R/Association Documents Contingency Yes No Buyer shall have the right to review any Declarations, CC&Rs, Plats and/or Owner Association documents impacting the Property. If Buyer has not released this contingency in writing on or before this Agreement shall terminate and the Earnest Money shall be refunded to Buyer (less any unpaid expenses incurred on behalf of Buyer pursuant to the "Costs To Be Paid By" section of this Agreement). 11. Lead-Based Paint Disclosure / Contingency The Subject Property is "Target Housing" (built prior to 1978) regarding lead-based paint and/or lead-based hazards, regardless of the source of the lead: Yes 🕱 No 🗌 If "YES", Buyer has been provided with Seller's completed and signed "Disclosure of Information and Acknowledgement: Lead-Based Paint and / or Lead-Based Paint Hazards" ("Disclosure") and a copy of the pamphlet "Protect Your Family From Lead in Your Home" ("Pamphlet"), and one of the following boxes must be checked: Buyer shall have the unconditional right to cancel this Agreement and shall be allowed ten (10) days to conduct an inspection for lead-based paint hazards. Should Buyer elect to conduct a lead-based paint inspection, a "Lead-Based Paint Inspection Contingency Addendum" shall be attached hereto; OR ■ Buyer hereby acknowledges receipt of the Disclosure and Pamphlet and hereby waives the right to conduct a lead-based paint inspection. Yes **≭** No □ 12. Financing Contingency This offer is contingent upon the Property appraising at no less than the Purchase Price. This offer is contingent upon Buyer securing the following financing: Assume Existing Loan: New Loan: 🛣 Type of Loan: Conv. ■, FHA ■, VA □, Other __ Maximum % Rate: _____7.5 Amount \$/Percent % Fixed Rate Adj. Rate × 1 Institutional Lender 🕱 Private Lender 🗌 30 -Maximum Points: If FHA or VA, it is expressly agreed that notwithstanding any other provisions of this contract, the Buyer shall not be obligated to complete the purchase of the Property, or to incur any penalty by forfeiture of earnest money deposits, or otherwise, unless the Buyer has been given, in accordance with HUD/FHA or VA requirements, a written statement by the Federal Housing Commissioner, Department of Veterans Affairs, or a Direct Endorsement lender setting forth the appraised value of the Property of not less than \$420,000.00. The Buyer shall have the privilege and option of proceeding with consummation of the contract without regard to the amount of the appraised valuation. The appraised valuation is arrived at to determine the maximum mortgage the Department of Housing and Urban Development will insure. HUD does not warrant the value nor the condition of the Property. The Buyer should satisfy himself/herself that the price and condition of the Property are acceptable. Financing Contingency – Continued 225/C16MM Document# _ Buyer's Initials __ Date _____ Seller's Initials Date of Document: Feb 26, 2024 Buyer's Initials Date _____ Seller's Initials

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Financing Contingency - Continued					
Other Financing Terms: Loan will be either FHA or conventional. Buyer may have non-occupying co-signer on loan.					
<u>ioan.</u>					
Buyer agrees to make a best effort to obtain such financir business days after acceptance of this Agreement be					
Preliminary Approval: Buyer shall, on or before	Submitted 1/24/2024				
provide Seller with a letter from Buyer's lender evidencing the loan amount and terms set forth above, subject only the lender typically imposes on such preliminary approval letters.	o such reasonable and customary conditions as the ers.				
If Buyer has not released this contingency in writing on or this Agreement shall terminate. In such case, upon delive lending institution that a loan is not approved for Buyer at be refunded to Buyer (less any unpaid expenses incurred By" section of this Agreement). In the event no such written	the terms set forth above, the Earnest Money shall on behalf of Buyer pursuant to the "Costs To Be Paid en confirmation is delivered to Seller within days				
of the termination under this paragraph, the Earnest Mone expenses incurred on behalf of Buyer pursuant to the "Co					
13. Sale of Buyer's Property Contingency	Yes ☐ No 🕱				
This offer is contingent on the closing of a sale of Buyer's	property located at:				
Listed with: Listing Agent:	Dhonoi				
Listed with: Listing Agent: If Buyer has not released this contingency in writing on or					
this Agreement shall terminate and the Earnest Money shall incurred on behalf of Buyer pursuant to the "Costs To Be					
14. Seller's Right to Accelerate Buyer's Contingency Rele	eases Yes No 🕱				
Should Seller receive another acceptable offer to purchase orthe Sale of Buyer's Property Contingency only, S In the event the Buyer does not release the required continuous receipt of such notice then this Agreement shall terminate (less any unpaid expenses incurred on behalf of Buyer purchasement). In the event the Buyer does release the continuous under the remaining terms and conditions of this offer may be more or less favorable.	e, prior to the release of all contingencies, seller shall give Buyer written notice of such new offer. In many many many many many many many man				
15. Other Contingencies	Yes ★ No ☐ See Addendum(s) ☐				
Buyer acknowledges and accepts that this property will hat has agreed to and will sign the associated deed restriction Covenant Charitable Sale, (b) Acknowledgement & Accept Mortgage.	n documents: (a) Category Local Appreciation Cap				
If Buyer has not released this / these contingency(ies) in w this Agreement shall terminate and the Earnest Money sha	all be refunded to Buyer (less any unpaid expenses				
incurred on behalf of Buyer pursuant to the "Costs To Be F					
	Paid By" section of this Agreement).				
Document #225/C16MM Buyer's Initials Date					

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16. Additional Ter	ms				Y	′es 🕱 I	No 🗌 See	Addendum	n(s) 🗌
Seller to pay \$30 for future Home #C16. Funds will be disbu	Owner Ass ill be held b	sociation (HC by BCHA and	DA) special/ca d specifically b	pital asse	ssments	for prope	erty at 225	Pinewood I	_ane Unit
17. Included Items	(In addition	n to Standar	d Terms, para	ngraph 4)	Exclude	d Items			
Washer, Dryer, I	Fridge, Ove	en/Range, D	ishwasher, Ho	ood	Perso	nal Prop	erty		
18. Title Insurance Standard Title Insur									
title insurance withir the Property. Buyer the condition of the have accepted the condition (24) how terminate and the Epursuant to the "Cost Closing, furnish to the marketable and insube discharged or as Extended and Other problems or risks sudisputes, claims of the However, under Ida purchase of the hon able to issue an "excoverage title policy protect the Buyer agwhat it offers in the shows exactly what	r shall have title as set conditions ours prior to arnest Morests To Be Fine Buyer a urable title secured by the Coverage ich as liens easement, ho law such eand may tended cover, there may gainst such way of externion of the coverage ich as liens easement, and may tended cover, there may gainst such way of externion of the coverage ich as liens easement, and may tended coverage ich and may tended ich and may be a section of the condition o	e five (5) bus forth in the confirmation of the title. In the Closing, ney shall be read by sectitle insurant subject to the the Buyer. Title Policies (i.e., a legal and other mand other	iness days frommitment. In the event Buy whichever first refunded to Buy the policy in the liens, encumber a Astandar I claim against atters of claim laims against of public recorty for an additionst involved, it is recommendage and other	om the recommend of the Buyer object occurs, uyer (less reement). The amount of the property of the property on all premails. Surveyed of that the coverage	ceipt of the redoes not so, Seller to make to any unpart of the Puland defect of title insure not of the purium. In any or addithe Buyer is that ma	e comminus comminus of object, shall have itle marked er shall, rchase Fits elsew arance do ent of so public reave becommended to all to any be appropriate to the commended to any be appropriate to some commended to a public talk to any be appropriate to some commended to the c	tment with the Buyer ve five (5) the tetable or the sessincurry within a reprice of the here set out the come debt of the premises of the prem	in which to shall be depusiness da his Agreem red on beha asonable till Property sut in this Agreem red obligation at the comparum for an escuence	object to eemed to eys, or until ent shall alf of Buyer me after howing reement to cotential b, boundary osing. before the extended icy may any about
19. Costs To Be Paid By	Appraisal	Standard Title Ins.	Closing Escrow Fee	Assess ments	Well Insp.	Septic Insp.	Septic Pumping	Other:	
Buyers	*							Γ	7
Sellers		*							5
Share Equally			*					Γ	
N/A					*	*	*	Γ	
See Addl. Terms				*				Γ	_
20. Broker working	with Salle	or			er workin	a with B	livor		
Broker's Name:		ogan Frederi	ckson		r's Name:	_		Frederickso	n
Listing Agent:		Anna Mathi			r s ivame. g Agent:			a Mathieu	
Brokerage:	Winderm		tate/SV, LLC	Selling Brokei		Wir		Real Estate/	SV. LLC
Mailing Address:		100 N Main			g Address			N Main St	,
City, State, Zip:		Hailey, ID 83			g Address State, Zip:			y, ID 83333	
Office Phone:		788 1700 / 3			Phone:			1700 / 309 1	
Fax:	A N 4	41-1		Fax:					
E-Mail:	AnnaMa	thieu@Wind	ermere.com	E-Mail	l:	An	naMathieu	@Winderm	ere.com

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 Buyer's Initials
 Date
 Seller's Initials
 Date

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Document # ____

21. REPRESENTATION CONFIRMATION AND ACKNOWLEDGMENT OF DISCLOSURE Check one (1) box in Section 1 below and one (1) box in Section 2 below to confirm that in this transaction, the
brokerage(s) involved had the following relationship(s) with the BUYER(S) and SELLER(S).
Section 1:
 The brokerage working with the BUYER(S) is acting as an AGENT for the BUYER(S). The brokerage working with the BUYER(S) is acting as a LIMITED DUAL AGENT for the BUYER(S), without a ASSIGNED AGENT.
The brokerage working with the BUYER(S) is acting as a LIMITED DUAL AGENT for the BUYER(S) and has an ASSIGNED AGENT acting solely on behalf of the BUYER(S).
The brokerage working with the BUYER(S) is acting as a NONAGENT for the BUYER(S).
Section 2:
 The brokerage working with the SELLER(S) is acting as an AGENT for the SELLER(S). The brokerage working with the SELLER(S) is acting as a LIMITED DUAL AGENT for the SELLER(S), without an ASSIGNED AGENT.
The brokerage working with the SELLER(S) is acting as a LIMITED DUAL AGENT for the SELLER(S) and has an ASSIGNED AGENT acting solely on behalf of the SELLER(S).
The brokerage working with the SELLER(S) is acting as a NONAGENT for the SELLER(S).
Each party signing this document confirms that he has received, read and understood the Agency Disclosure Brochure adopted or approved by the Idaho real estate commission and has consented to the relationship confirmed above. In addition, each party confirms that the brokerage's agency office policy was made available for inspection and review.
EACH PARTY UNDERSTANDS THAT HE IS A "CUSTOMER" AND IS NOT REPRESENTED BY A BROKERAGE UNLESS THERE IS A SIGNED WRITTEN AGREEMENT FOR AGENCY REPRESENTATION.
22. Standard Terms. All parties are advised to carefully review the following: 1. Withdrawal of Office Countereffer. By delivery of a written notice of withdrawal to the office of the broker.

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- **Withdrawal of Offer/Counteroffer** By delivery of a written notice of withdrawal to the office of the broker working with the Seller or Offeree (whether Buyer or Seller), (A) Buyer can withdraw this offer at any time prior to Buyer's receipt of Seller's written acceptance of this Agreement, and (B) an Offeror (whether Buyer or Seller) may withdraw his Counteroffer at any time prior to Offeror's receipt of Offeree's written acceptance of such Counteroffer.
- 2. Closing Date On or before the Closing Date, Buyer and Seller shall deposit with the closing agency all funds and instruments necessary to complete the sale. Closing means the date on which all documents are either recorded or accepted by an escrow agent and the sale proceeds are available to Seller. Taxes, insurance, dues, assessments (using the last available assessment as a basis), rent, interest and reserves, liens, encumbrances or obligations assumed and utilities shall be pro-rated as of the Closing Date.
- 3. Closing Costs Costs in addition to those listed may be incurred by Buyer and Seller. Unless otherwise agreed herein, or provided by law or required by lender, Buyer shall purchase Seller's reserve account if Seller's loan is assumed.
- 4. **Included Items** If present at time of offer, all items attached, including but not limited to, floor coverings, television mounting brackets, satellite dishes, attached plumbing, bathroom and lighting fixtures, window screens, window coverings, screen doors, storm windows, storm doors, garage door opener(s), transmitter(s), exterior trees, plants, shrubbery, water heating apparatus and fixtures, attached fireplaces and free-standing fireplaces, awnings, ventilating, cooling and heating systems, built-in and drop-in ranges (but excepting all other ranges), built-in dishwasher(s), any alarms (burglar, fire, etc.), fences and gates, fuel tanks, mineral rights, irrigation fixtures and equipment, any and all water and water rights, and all ditches and ditch rights that are appurtenant thereto, shall be included in the sale unless otherwise provided herein.
- 5. Seller's Property Disclosure If required by the Idaho Property Condition Disclosure Act, Idaho Code §55-2501 et.seq. ("IPCDA"), Seller shall, within ten (10) calendar days after the execution of this Agreement provide to the Buyer a completed "Seller's Property Disclosure Form" and if Buyer objects to any disclosure therein, Buyer shall have three (3) business days from receipt of the form to provide notice of rescission in accordance with the IPCDA.
- New Construction or Recent Improvements If Residential Property is newly constructed or has a recent improvement of over \$2,000.00, the General Contractor is required by Title 45, Chapter 5, Idaho Code, to provide certain disclosures to the prospective residential real property purchaser. If applicable, Buyer should obtain such completed forms from the General Contractor. Such disclosure is the responsibility of the General Contractor and it is not the duty of your agent to obtain this information on your behalf. You are advised to consult with any General Contractor subject to Idaho Code §45-525 et seg. regarding the General Contractor Disclosure Statement.

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- 7. **Existing Loans** Within three (3) business days of acceptance, Seller shall provide Buyer with all Notes and Deeds of Trust or other financing documents to be assumed or taken subject to. Within five (5) business days of receipt thereof, Buyer shall in writing notify Seller of his / her approval or disapproval of the terms of said documents. Buyer's approval shall not be unreasonably withheld.
- 8. **Definitions "Business Day"** shall mean Monday through Friday, excluding Saturday and Sunday, and excluding holidays as defined by Idaho Code, §67-5302. Business Days extend through 5:00 PM in the time zone in which the Property is located. **"Notice(s)"** shall mean a written document specifying the necessary information. **"Delivery"** shall mean transmittal of information by mail, facsimile transmission, courier, hand delivery, or e-mail, to the addresses stated herein. **"Receipt"** shall mean possession of the item of information by the named recipient or within the office of the appropriate broker. **"Written Acceptance"** shall mean receipt of a document signed and dated by all undersigned parties, specifying a certain Offer or Counteroffer. **"Signed"** shall mean a document containing the original, facsimile, electronic, photocopied or scanned signature of a party, any of which shall be binding on the signatory.
- 9. Counterparts / Facsimile Transmission / E-mail This Agreement may be executed in one or more counterparts, each is deemed to be the original hereof, and all of which together constitute one and the same instrument. Facsimile or email transmission of any signed original document, and retransmission of any signed facsimile or email transmission shall be the same as personal delivery of the original. At the request of either party, or the Closing Agency, the parties will confirm facsimile or email transmitted signatures by signing an original document.
- 10. Title Conveyance Title of Seller is to be conveyed by warranty deed, unless otherwise provided, and is to be marketable and insurable except for rights reserved in federal patents, state or railroad deeds, building or use restrictions, building and zoning regulations and ordinances of any governmental unit, and rights of way and easements established or of record. Liens, encumbrances or defects to be discharged by Seller may be paid out of purchase money at date of Closing. No liens, encumbrances, defects, except those which are to be discharged or assumed by Buyer or to which title is taken subject to, shall exist unless otherwise specified in this Agreement.
- 11. Default by Buyer If the Buyer defaults in the performance of this Agreement, Seller will have the option of (1) accepting the Earnest Money as liquidated damages and this Agreement shall terminate; or (2) pursuing any other lawful right or remedy to which the Seller may be entitled, which may include specific performance. In the case of option (1), Seller shall make demand in writing upon the holder of the Earnest Money, upon which demand said holder shall pay from the Earnest Money any unpaid costs incurred by or on behalf of Seller and Buyer related to the transaction, as set forth in the "Costs To Be Paid By" section above, and said holder shall pay any remaining balance of the Earnest Money to the Seller. Notwithstanding the foregoing, if, pursuant to the terms of this Agreement, the Earnest Money has become non-refundable (except in the case of Default by Seller), the receipt of Earnest Money by Seller shall not be considered an election of remedies by Seller and the non-refundable Earnest Money shall not constitute liquidated damages, nor a waiver of other lawful remedies which may be available to Seller; it may, however, be used to offset any damages incurred by Seller. Seller and Buyer specifically acknowledge and agree that if Seller elects to accept the Earnest Money as liquidated damages, such shall be the Seller's sole and exclusive remedy, and such shall not be considered a penalty or forfeiture.
- 12. **Default by Seller** It is agreed that if the title of said property is not marketable, or cannot reasonably be made so within twenty (20) business days after notice containing a written statement of defects is delivered to the Seller, or if the Seller defaults in the performance of this Agreement including Seller's obligations (if any) to correct defects pursuant to Paragraph 7) C of the Inspection Contingency, the Buyer has the option of (1) having the Earnest Money returned to the Buyer and this Agreement shall terminate; or (2) pursuing any other lawful right or remedy to which the Buyer may be entitled, including specific performance. In the case of option (1), the Buyer shall make demand in writing upon the holder of the Earnest Money. Upon such demand, and provided there is no dispute as to the Seller's default, said holder shall refund the Earnest Money to the Buyer. Seller shall pay for the unpaid costs incurred of title insurance and escrow fees, if any, and any unpaid costs incurred by or on behalf of the Seller and the Buyer related to the transaction, as set forth in this Agreement.
- 13. Interpleader If a dispute arises as to Buyer's or Seller's default and entitlement to the Earnest Money, and such dispute is not resolved within ten (10) business days of a demand for payment of the Earnest Money by the Buyer or the Seller, the holder of the Earnest Money may file an interpleader action in a court of competent jurisdiction, and shall be entitled to recover its attorneys' fees and costs therefore, as provided by Idaho Code § 5-321.

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- 14. **Attorney's Fees** If either party initiates or defends any arbitration or legal action or proceedings, which are in any way connected with this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable costs and attorneys' fees including such costs and fees on appeal and in any bankruptcy proceeding.
- 15. **Risk of Loss** Prior to Closing of this sale, all risk of loss shall remain with Seller. In addition, should the Property be materially damaged by fire or other cause prior to the Closing, this Agreement shall be voidable at the option of the Buyer. Buyer shall give written notice of intent to void the Agreement to Seller or Seller's Agent and shall be entitled to a full refund of the Earnest Money.
- 16. Entire Agreement/Severability/Governing Law This Agreement, including all addendums hereto, constitutes the entire agreement of the parties with respect to the purchase and sale of the Property. All prior or contemporaneous agreements, understandings, representations, warranties and statements, whether oral or written, are superseded and shall not be binding on either party. If any provision of this Agreement is held to be illegal or invalid for any reason, the remaining provisions shall nevertheless be given full force and effect. This Agreement shall be interpreted and governed by the laws of the State of Idaho.
- 17. EXCEPT AS EXPRESSLY STATED IN THIS AGREEMENT, SELLER MAKES NO WARRANTY OR REPRESENTATION OF ANY NATURE, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THOSE OF HABITABILITY (WHICH PROTECTS BUYERS AGAINST MAJOR DEFECTS WHICH ARE NOT READILY REMEDIABLE AND MAY RENDER A DWELLING UNINHABITABLE) WORKMANLIKE CONSTRUCTION, DESIGN, CONDITION, OR QUALITY AS TO THE PROPERTY, OR THE IMPROVEMENTS ON THE PROPERTY, AND SELLER HEREBY EXPRESSLY DISCLAIMS ANY SUCH REPRESENTATIONS OR WARRANTIES.

 BUYER: ______/
- 18. Time is of the Essence in this Agreement.
- 19. Agent Representations The Agents representing the Buyer and Seller in this transaction relay information to Buyers and Sellers that has been received from third parties. However, Agents do not make any representations regarding flood plain, wetlands, avalanche zone, hazardous waste, environmental or health hazards, including, but not limited to, mold and radon, code compliance, survey data, finished square footage, property size, zoning or other physical factors nor do the Agents make any representations regarding law or taxation, unless specifically set forth in writing in this Agreement. The Buyer and Seller specifically waive all claims against the Agents regarding any of these matters which are not specifically included in this Agreement. It may be diligent and prudent for the Seller and/or Buyer to employ the services of qualified independent professionals who perform services or provide opinions regarding these matters, and the Agents may, during the course of this transaction, identify such individuals or entities. However, Agents are not warranting in any way the services or opinions provided by such individuals or entities, and the Buyer and Seller specifically waive any and all claims against the Agents regarding such identification.
- 20. **FIRPTA Tax Withholding at Closing** The parties agree that they shall fully comply with the Foreign Investment in Real Property Tax Act ("FIRPTA"). If Seller is not a "foreign person" under FIRPTA, at Closing, Seller shall sign an affidavit stating the same. If Seller is a "foreign person" under FIRPTA, at Closing the Closing Agent shall withhold from the sale proceeds the appropriate tax amount and submit such amount and any required forms to the Internal Revenue Service. Seller hereby indemnifies and holds Buyer and Closing Agent harmless from any and all liability, including attorney's fees, related to Seller's taxes under FIRPTA, or otherwise, which indemnification and hold harmless shall survive Closing of the transaction.
- 21. AUTHORITY OF SIGNATORY: If BUYER or SELLER is a corporation, partnership, trust, estate, or other entity, the person executing this agreement on its behalf warrants his or her authority to do so and to bind BUYER or SELLER.

In the event this form is received by electronic transmission and / or email, the parties hereto acknowledge that they have not changed or altered the content of this form template

23. WIRE FRAUD WARNING When wiring funds, never rely exclusively on an email, fax, text, or social media message communication. Always personally call the receiving party to confirm that the transaction instructions are legitimate. Wiring money to a fraudulent address may result in the permanent loss of said funds without recourse and liability for failure to perform your obligations under the contract. The parties hereto agree that in the event a party uses, or authorizes the use of, wire transfers or other electronic transfers of money, that party hereby holds Broker, the Brokerage any of its agents harmless from any and all claims arising out of inaccurate instructions, fraudulent interception of funds, and/or any other damages arising from the transfer process or misappropriation of funds.

Document#	225/C16MM	Buyer's Initials	Date	Seller's Initials	Date
Date of Document	::Feb 26, 2024	Buyer's Initials	Date	Seller's Initials	Date
7 - 40 This Pool	Estata Burahasa and Sala	Agraement is for the sale use of the	mambara of the Cun Valley E	Poord of DEALTORS and in convict	atad as such Marsion 9.2 * 6/2022



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Serial#: 001403-700170-6823274

24.	Buyer(s)	Acceptance Buyer hereby acknowledges having rea	d this Agreement in its entirety	including the
	Standard	Terms and all addendum(s), and having received a c	copy of this Agreement.	# of Addendum(s)
	attached			

THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT UNDERSTOOD, THE PARTIES ARE ADVISED TO SEEK THE ADVICE OF AN ATTORNEY.

Buyer's Signature		Buyer's Signature	
x		_ x	
Signature	Date	Signature	Date
Printed Name:	Matthew Scott McGraw	Printed Name:	
Physical Address:		Physical Address:	
Mailing Address:	PO Box 2511	Mailing Address:	
City, State, Zip: Home Phone: Business Phone:	Ketchum, ID 83340	O'thi Otata 7'a	
	208 721 1897		
		Business Phone:	
E-Mail:ids	vmatthew@gmail.com	E-Mail:	
including the Star purchase set forth	ndard Terms and all addendur n in the above Agreement Subject to attached Counteroffe		and accepts the offer to
including the Star purchase set forth "AS-IS" Seller agrees to copy of this Agree	ndard Terms and all addendur n in the above Agreement Subject to attached Counteroffe	n(s), and Seller hereby approves a	and accepts the offer to
including the Star purchase set forth "AS-IS" [] 3 Seller agrees to o	ndard Terms and all addendur in the above Agreement Subject to attached Counteroffe carry out all of the terms therec	n(s), and Seller hereby approves a r f on the part of the Seller and ackr	and accepts the offer to
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including the Star purchase set forth "AS-IS"	ndard Terms and all addendur in the above Agreement Subject to attached Counteroffe arry out all of the terms thereo ement signed by all parties. Date City of Ketchum PO BOX 2315	ser Seller's Signature X Signature Printed Name: Physical Address: Mailing Address: City, State, Zip:	nowledges receipt of a true



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date: | February 20, 2024 | Staff Member/Dept: | Rian Rooney/Housing

Agenda Item: Recommendation to Authorize Housing Department to Release Ownership and

Preservation Program Funds

Recommended Motion:

I move to approve 1) authorization of \$180,000 for the Ownership and Preservation Program to purchase a Category Local, appreciation-capped deed restriction on a condominium unit and 2) \$125 for a title insurance policy.

Reasons for Recommendation:

- The purchaser has been qualified as Category Local by the BCHA and meets the requirements of the Ownership and Preservation Program Policies.
- The unit is located in Ketchum and meets the requirements of the Ownership and Preservation Program Policies.
- Conversion of existing housing units to deed-restricted community housing is consistent with the objectives of Goal 1 of the Housing Action Plan.
- The Ownership and Preservation Program provides assistance to locals in accessing homeownership, a goal identified in the Housing Action Plan.

Policy Analysis and Background (non-consent items only):

GOAL 1: CREATE + PRESERVE COMMUNITY HOUSING

Ownership and Preservation Program

On August 21, 2023, the Council approved the Ketchum Ownership and Preservation Pilot Program Description and Policies (attachment #1). The Ownership and Preservation Program (OPP) offers cash incentives to homeowners or homebuyers in Ketchum in exchange for recording a Category Local deed restriction on their property, limiting ownership and occupancy of the home to qualified locals in Blaine County, Idaho. The Ownership and Preservation Program is funded via the LOT for Housing, and \$1 million is committed to the OPP over a two-year period.

OPP funds may be sought by qualifying Category Local households who will occupy the home as their full-time, primary residence and work in Blaine County and either (1) are existing homeowners in Ketchum or (2) are looking to purchase a home in Ketchum. In the case of prospective homebuyers, staff will pre-qualify applicants for participation, but program funds are not available until a Purchase and Sale Agreement has been signed for a property in Ketchum. Funds are released at closing and a deed restriction is recorded on the home.

The OPP offers two Category Local deed restrictions from which applicants can choose. The first is a light deed-restriction, which does not cap appreciation. The second is an appreciation-capped deed restriction, similar to the Blaine County Housing Authority's other income category deed restrictions. The OPP offers 15% of a home's market value, up to \$125,000, for a light restriction. 30% of a home's market value, up to \$225,000, is available for an appreciation-capped restriction. Market value is a determined by the lesser of the purchase price or an appraisal. For a full program description, please see the attached program policies. Additional information on the program is located on the Housing Matters website under the Ownership and Preservation tab.

Funding Requested

214 Pinewood Lane A2 is a 2-bedroom, 2-bathroom condominium unit in Parkside. The home is being sold for \$600,000 and has received an appraisal for \$600,000 (attachment #2). The buyer applied to the Ownership and Preservation Program and is qualified under the program guidelines. The buyer is currently a tenant in the unit being purchased. They have requested an appreciation-capped deed restriction. The OPP will provide 30% of the market value of the home for the deed restriction: \$180,000.

Once deed-restricted, the home's base price will be the market price at the time of purchase (\$600,000) less the 30% value provided for the deed restriction (\$180,000). Appreciation will begin from the base price of \$420,000, ensuring the public investment remains with unit long term and through a succession of future owners. The deed restriction does not impact or limit the amount of HOA assessments and dues for the unit within the Parkside HOA. However, any non-luxury capital improvements – including HOA special assessments – can be added to the resale value under the terms of the deed restriction.

In addition to purchasing the deed restriction, staff recommends purchasing a title insurance policy covering the deed restriction's value, \$180,000, insuring the position and recording of the deed restriction on title. The policy costs \$125.

Next Steps

Following authorization to release funds, staff will review final documentation for the transaction, including: title report and insurance, final loan approval, and closing statement. Staff will prepare a deed restriction for the property and provide it to the title company along with instructions for recording and releasing funds. Funds will not be released from escrow until closing and the deed restriction is recorded.

This is the first Ownership and Preservation Program deed restriction transaction. The program officially launched on January 24, 2024.

Sustainability Impact:

Deed-restricted units house members of the community locally, ensuring that residents are closer to their places of work, recreation, and other services. This proximity helps to decrease transportation time and reduce vehicle-related emissions associated with commuting to and from work from outside of the community.

Additionally, the Ownership and Preservation Program converts existing housing units in Ketchum into community housing, utilizing existing housing stock, land, and resources to achieve community housing goals.

Financial Impact:

None OR Adequate funds exist in account:	\$180,000 in funds will be released from the Housing Department's Ownership and Preservation Program budget for the deed restriction and an additional \$125
	for a title insurance policy (deed-restriction program line item).

Attachments:

- 1. Ketchum Ownership and Preservation Pilot Program Description and Policies
- 2. 214 Pinewood Lane A2 Appraisal

Ketchum Ownership and Preservation Pilot Program Program Description and Policies

1 PILOT PROGRAM OVERVIEW

The Ownership and Preservation Program (the "Program"), offers cash incentives to homeowners in exchange for recording a deed-restriction on their property to restrict ownership and occupancy of the housing unit to qualified locals working and/or living within the geographic boundaries of Blaine County, Idaho. The goals of the program are to assist community members in accessing homeownership, to help existing local homeowners remain in the community, and to preserve the supply and prevent leakage of housing available for ownership by locals and local workers. The Program includes two program options, which provide different deed-restriction terms and corresponding cash incentive values.

2 PROGRAM DEFINITIONS

- (a) <u>Category Local</u>: A community housing classification which does not have an income limit but requires that an occupant household meet asset limits and the Basic Qualifications for Community Housing, as defined by the latest adopted version of the Blaine County Housing Authority Community Housing Administrative Guidelines ("BCHA Guidelines").
- (b) <u>Housing Unit</u>: A housing unit is a single-family house, townhome, or condominium, that is intended for occupancy living quarters and can be owned individually. It does not include multi-family rental units, accessory dwelling units, or commercial lodging units.
- (c) <u>Property Owner:</u> The individual(s) or legal entity that holds fee title to the property, as reflected on the recorded documents.
- (d) <u>Qualified Household</u>: A Qualified Household is any group of individuals living together in one home as their primary residence, meeting the following criteria:
 - a. At least one non-dependent member of the Qualified Household must be a Full Time employee, as defined in the BCHA Guidelines, employed by one or more Blaine County employers and physically working in Blaine County, or the Household must meet one of the following exemptions:
 - i. The Household consists of one or more retired persons over the age of 65 who was a full-time employee of an entity located within Blaine County, Idaho or self-employed immediately prior to retirement and for not less than ten (10) out of the fifteen (15) years prior to qualification, and continued living as a full time resident within Blaine County following their retirement.
 - ii. The Household consists of one or more persons unable to work or who does not have a work history due to qualifying for disability as defined by the Americans with Disabilities Act

- (ADA) and who currently resides in Blaine County as their Primary Residence.
- iii. The Household consists of one non-dependent adult who is either a full-time, single parent or guardian of a child under the age of 4 or a full-time, informal caregiver of a child or an adult with a disability. This exemption is subject to review and approval by the Blaine County Housing Authority Board.
- iv. A member of the Household is a full-time teacher at a school located within Blaine County.
- v. A member of the Household actively serving in the U.S. Armed Services counts as full-time employment in Blaine County, Idaho if that member of the Household met employment criteria for a minimum of two years prior to enlisting and if the individual has returned to employment in Blaine County within sixty (60) days of terminating enlistment with the U.S. Armed Services.
- vi. If a member of the Household is self-employed, either 75% of the clients and customers of the business or organization must be or 75% of the total revenues must be from clients and customers physically located in Blaine County, Idaho. The self-employed member must work a minimum of 1,500 hours per year.
- b. At least one (1) member of the Household must be eighteen (18) years of age.
- c. No member of the Household may own developed residential real estate or a mobile home other than the housing unit that serves or will serve as the Household's primary residence and will be subject to a Category Local deed-restriction upon participation in the Program. However, ownership of shared inheritance of developed residential real estate will not disqualify the Household and may be reviewed by the Blaine County Housing Authority Board. Ownership of developed residential real estate outside of Blaine County will not disqualify a Household at the time of application from receiving a Qualification Letter, but Funding Disbursement may be withheld until the Household has ceased ownership of the property.
- d. The Household Net Worth (the total net worth of all members of the Household) must not exceed the Allowable Net Worth or Allowable Net Worth of Persons of Retirement Age, which shall be 65 years of age for this program, depending on household composition, specified for Category Local and updated annually by the Blaine County Housing Authority.

3 PROGRAM ADMINISTRATION

The City will administer the Program with support from the Blaine County Housing Authority.

City of Ketchum Role: The City will oversee and fund the Program and establish and modify these Program Policies.

Blaine County Housing Authority Role: The Blaine County Housing Authority will function as the administrator of all Category Local deed-covenants recorded as part of the Program. The Blaine County Housing Authority will also be responsible for review of applications, compliance, and reporting to the City.

4 PROGRAM FUNDING

4.1 Funding Amounts

The City will provide 15% to 30% of the appraised value of the housing unit or, in the event the housing unit is being purchased, the purchase price, whichever is less. Funding percentages will be commensurate with the requested program option and corresponding deed-restriction, as follows:

Program Option 1: The City will provide 30% of the appraised value of the housing unit or purchase price, whichever is less. The Category Local deed-restriction will have an appreciation cap (defined in section 6). Funding will not exceed \$225,000.

Program Option 2: The City will provide 15% of the appraised value of the housing unit or purchase price, whichever is less. The Category Local deed-restriction will not have an appreciation cap. Funding will not exceed \$125,000.

4.2 Funding Disbursement

Funds will not be disbursed until Final Approval, which will not occur until the following conditions have been satisfied:

- **a. Title Company.** Closing must take place at a title company.
- **b. Appraisal.** A complete appraisal dated within sixty days must be submitted to the City prior to final approval.
- **c. Home Inspection.** A professional home inspector must perform an inspection and complete and submit a home inspection report to the City dated within sixty days prior to closing.
- **d. Title Insurance.** The buyer or owner must provide title insurance to insure clear title to the property prior to recording the deed-restriction.
- **e. Approval of Closing Statement.** The final closing statement must be reviewed and approved.
- f. Final Loan Approval. If applicable, a letter from any mortgagee stating that the buyer has received final loan approval for financing of the purchase of the housing unit.
- **g.** Category Local Ownership Deed Restriction. The buyer or owner must execute the applicable Category Local Ownership deed restriction and

- corresponding Program Mortgage. The Title Company will record the applicable deed restriction and Program Mortgage at time of closing.
- h. Closing Instructions. The City will provide instructions to the title company concerning required signatures, recording of documents, and disbursement of funds.

4.3 Use of Funds

There are no restrictions on recipients' use of the Ownership and Preservation Program funds. Funds may be used toward down payment and closing costs or for any other purpose.

5 ELIGIBILITY & REQUIREMENTS

5.1 Program Application and Documentation

Applicants must submit a complete copy of the application for participation in the Ownership and Preservation Program through the Blaine County Housing Authority. Applicants participating in the program to purchase a home must also provide evidence of completion of the BCHA-approved Homebuyer Education Course.

The application will be reviewed and additional documentation may be required following the procedures of the Blaine County Housing Authority Community Housing Administrative Guidelines. If the applicant is approved, a Qualification Letter will be issued to the applicant. The Qualification Letter is good for six months. All applicable qualification criteria must continue to be met by the applicant through the closing of qualified housing with available Program funds. Any changes to the information that was included in the application must be reported to the City and BCHA and may require re-qualification and issuance of a new Qualification Letter prior to Final Approval and commitment of funds.

5.2 Housing Unit Eligibility & Requirements

To participate in the Program, Housing Units must meet the following requirements.

- (a) <u>Location</u>: The Housing Unit must be located within the city limits of the City of Ketchum.
- (b) <u>Status</u>: The Housing Unit must be a legally permitted dwelling unit and not have any known code violations or open code violation cases.
- (c) <u>Eligible Properties</u>: The Housing Unit must be a single-family house, condominium, or townhome, that is not otherwise deed-restricted or otherwise restricted for local occupancy or affordability.
- (d) <u>Property Condition</u>: The Housing Unit must meet basic health and safety criteria as may be required per Idaho law and regulations.

5.3 Applicant Eligibility and Requirements

Property Owners who participate in the program must meet the following requirements and follow the applicable requirements and policies of the Blaine County Housing Authority Community Housing Guidelines.

- (a) Qualified Household: The Property Owner must be a member of a Qualified Household, as defined in Section 2.
- (b) Ongoing Obligations for Community Homeownership: The Property Owner must comply with all provisions of the recorded Category Local deed covenant and adhere to the ongoing obligations and requirements for Community Homeownership described in the most recently adopted Blaine County Housing Authority Community Housing Administrative Guidelines. Where the requirements of the recorded Category Local deed covenant and the Blaine County Housing Authority Community Housing Administrative Guidelines may conflict, the requirements of the deed covenant shall govern. Property Owner is required to annually submit information verifying compliance with program criteria.

6 RESTRICTED HOUSING UNIT REQUIREMENTS

Housing units will be deed-restricted with a Category Local ownership covenant, using the template provided by the City of Ketchum. Restricted housing units will meet the following requirements, consistent with the Category Local deed-restriction template and the BCHA Guidelines:

- **a. Owner Occupied.** The restricted housing unit will be owner occupied year-round, consistent with the minimum occupancy terms of the BCHA Guidelines.
- **b. Rental.** Rental of a Category-Local ownership deed-restricted housing unit will follow the BCHA Guidelines for Long-Term Rental of Community Housing. No portion of the home may be used as a short-term or vacation rental.
- c. Deed-Restriction Term. The deed-restriction will last 70 years unless sold to a new Qualified Household or as determined in the Deed-Restriction. At closing, a new deedrestriction will be recorded.
- **d. Appreciation.** Appreciation of the value of the restricted housing unit depends on the elected program option and corresponding deed restriction.
 - i. Program Option 1: Appreciation cap. Appreciation of the value of the restricted housing unit is equal to the previous sales price, or the appraised value at the time the restriction is recorded if there is no transaction, plus any increase in the cost of living during the Property Owner's ownership of the property, as determined by the Consumer Price Index, Wage Earners and Clerical Workers (CPI-W), Mountain Division, All Items (2017 = 100) published by the Bureau of Labor Statistics, United States Department of Labor. Annual appreciation shall not exceed 3% per annum. Funds contributed by the City as part of the Program will be subtracted from the initial base price.
 - ii. Program Option 2: No cap. Appreciation of the value of the restricted housing unit is not limited. The housing unit may be sold at any price to a Qualified Household.

- e. Sale. Sale of a deed-restricted Category Local ownership housing unit will follow Blaine County Housing Authority Community Housing Administrative Guidelines for Selling Community Housing.
- **f. Change of Ownership**: If the Housing Unit changes ownership during the effective period of the deed-restriction, the deed-restriction remains intact and will be re-recorded. The new owner must be a Qualified Household and is subject to the terms of the new, recorded deed-restriction.

7 PROGRAM DURATION

- (a) The Program is a two-year pilot that starts on 9/1/2023. If the Council takes no action to extend or renew this program, it shall automatically expire on 8/31/2025.
 - (b) City staff will review program progress and provide periodic updates and recommendations to the City Council regarding the continuance of and/or modifications to the Program.

At a minimum, at least three (3) months before the end of the pilot term, City staff will provide a report to the City Council using the following criteria to measure success of the program:

- i. Number of people served (including children)
- ii. Number of housing units preserved
- iii. Types/Sizes of units preserved
- iv. Sales prices of each home preserved
- v. Income of program participants
- vi. Funds expended and funds remaining
- vii. Barriers to participation/eligibility for the program

Appraiser and/or Data Collector Independence Certification

The Lender certifies that the above referenced appraisal has been completed in compliance with all current appraisal independence requirements as defined by the Dodd-Frank Wall Street Reform and Consumer Protection Act, the Interagency Appraisal and Evaluation Guidelines, Fannie Mae, Freddie Mac and the Federal Housing Administration, in strict adherence to our non-influence policy and process:

Borrower Name: Robert Buersmeyer

Property Address: 214 Pinewood Ln A2 Ketchum ID 83340

Loan number: 7231234325

Date: 2024-02-05

- No employee, director, officer or agent of the lender or any other third party acting as joint venture partner, independent contractor, appraisal company, appraisal management company or partner on behalf of the lender has influenced or attempted to influence the development, reporting, result, or review of the appraisal in any manner.
- The Lender/Client named on the appraisal report submitted the appraisal order through a secure self-managed appraisal software platform, or through approved and compliant 3rd party integration.
- Appraiser selection was performed by a non-compensated member of the Lender.
 Appraiser selection was performed utilizing a selection methodology of management-approved policies based on the location of the subject property, appraiser availability and historical quality and performance metrics.
- The appraiser's compensation was not in any way dependent on the value arrived at or the closing of the loan. The appraiser was compensated directly by the Lender and not by a Lender staff member that receives compensation based on loan sales.
- The terms and conditions of the engagement contract between the Lender and the appraiser prohibit the appraiser from inappropriate communication with the Lender origination staff or attempting to obtain value/loan information from the borrower/ property owner.
- No estimate regarding the Subject Property's value, proposed loan amount or proposed loan-to-value ratio was provided or communicated by the Lender to the appraiser.
- For all transactions: By proper use of a secure self-managed appraisal software platform, the Lender's loan production staff is unaware of the identity of the appraiser until the final appraisal report is delivered. Likewise the appraiser is provided with only the Lender's company name and address for inclusion in the appraisal report and is never provided with the identity or contact information of the originator of the loan. For purchase transactions, the purchase agreement was provided to the appraiser as required by USPAP Standards Rule 1-5(a).
- All communication between the selected appraiser and The Lender was conducted through the Lender's Appraisal Department. The Lender is unaware of any communication to the appraiser for this appraisal assignment made by anyone that is in violation of the terms of current Appraiser Independence Requirements.

APPRAISAL OF



APPRAISAL REPORT

LOCATED AT:

214 Pinewood Ln Ketchum, ID 83340

FOR:

Washington Federal 425 Pike St Seattle, WA, 98101

BORROWER:

Robert Buersmeyer

AS OF:

February 5, 2024

BY:

Kim Willows-Munro Certified Residential Appraiser

SUBJECT PROPERTY PHOTO ADDENDUM

Borrower: Robert Buersmeyer	File No.: 3562	
Property Address: 214 Pinewood Ln	Case No.:	
City: Ketchum	State: ID	Zip: 83340
Lender: Washington Federal		· ·



FRONT VIEW OF SUBJECT PROPERTY

Appraised Date: February 5, 2024 Appraised Value: \$600,000



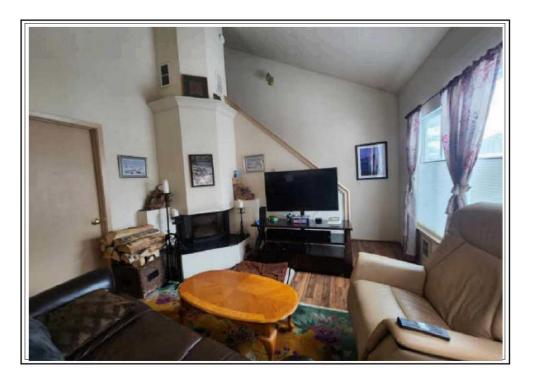
REAR VIEW OF SUBJECT PROPERTY



STREET SCENE

PHOTOS

Borrower: Robert Buersmeyer File No.: 3562			
Property Address: 214 Pinewood Ln Case No.:		No.:	
City: Ketchum	State: ID	Zip: 83340	
Lender: Washington Federal			



LIVING ROOM



KITCHEN



DINING

PHOTOS

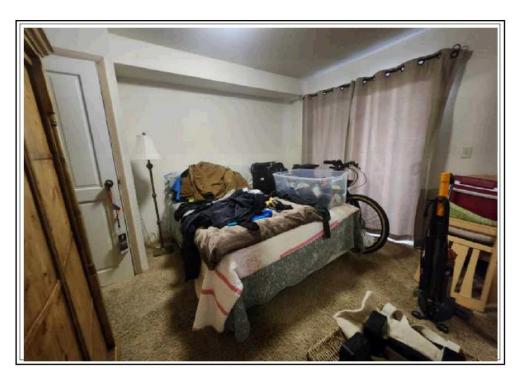
Borrower: Robert Buersmeyer	File No.: 3562		
Property Address: 214 Pinewood Ln Case No.:		No.:	
City: Ketchum	State: ID	Zip: 83340	
Lender: Washington Federal		*	



BATH



BATH



BEDROOM

PHOTOS

Borrower: Robert Buersmeyer	File N	0.: 3562	
Property Address: 214 Pinewood Ln	Case	No.:	
City: Ketchum	State: ID	Zip: 83340	
Lender: Washington Federal		*	



BEDROOM

WOOD RIVER APPRAISAL SERVICES LLC

Individual Condominium Unit Appraisal Report File No. 3562

The purpose of this summary appr						ly supported,	opinion of t			noperty.
Property Address 214 Pinewo Borrower Robert Buersmey			# A2 Coner of Public Record	ity Ketchum		hiou		State ID County Bla	Zip Code 83340	
Legal Description Parkside Vil				EIIC & AIIIIa	ıvıalı	illeu		County Dia	ille	
Assessor's Parcel # RPK0860		T Blug 2 .0		ax Year 2023	3			R.E. Taxes \$	2,034	
Project Name Parkside Villag		Phas		Map Reference I		e 013			t 9603.00	
Occupant Owner X Tena			cial Assessments \$ 0)			HOA	400	per year X p	per month
			ther (describe)							
Assignment Type X Purchase T Lender/Client Washington Fe		nce Transaction	n Other (descri ress 425 Pike St		// Q8	2101				
Is the subject property currently offer							aisal?	Yes XI	No.	
Report data source(s) used, offering										ons
have occurred in the pas	t 3 years or 36 m	onths.	_							
I X did did not analyze the										
Arms length sale;The sul										
Contract Price \$ 600,000	Date of Contract 02	•	Is the property se						rce(s) Assessor	111 /
Is there any financial assistance (loa					•				Yes X No	
If Yes, report the total dollar amoun						ancial assi				
Note: Race and the racial compo	sition of the noishba-b	and are not an	nraisal factore							
Neighborhood Chara		oou are not ap	Condominium Un	it Housing Tre	nds		Condomini	um Housing	Present Land U	se %
Location Urban X Subu		Property Value	es Increasing	X Stable	$\overline{}$	Declining	PRICE	AGE	One-Unit	80 %
Built-Up X Over 75% 25-7	$\overline{}$		ly X Shortage	In Balanc	=	Over Supply	\$(000)	(yrs)	2-4 Unit	%
Growth Rapid X Stab			e X Under 3 mths		_	Over 6 mths	450 L		Multi-Family	%
Neighborhood Boundaries North River, West is Baldy the		⁄⊓site, ⊨ast	is iviountains,	South is Big	g wo	oa	10,000 н 600 Р		Commercial Other Vacant	20 %
Neighborhood Description In ad		ald Mounta	ain is a verv po	pular hiking	and	biking area				
access to all the support										
Market Conditions (including support competitive and fluctuation)										
points in the area market	_	or special	сопашона арр	iy to the sui	bject	property.	it is flot ui	ICOMMINION	ioi sellers to pa	ıy
Topography Level to Sloping		Size 3 .6	6 Acres	Dei	nsity 2	1 Units per	r Acre	View B	;Res;	
Specific Zoning Classification GR			escription Genera							
Zoning Compliance X Legal		ing – Do the zon	ning regulations permi	it rebuilding to co	urrent d	lensity?	JYes ∟N	0		
No Zoning Illegal (describe)									
Is the highest and hest use of the su		ed (or as propos	sad nor plans and spe	acifications) the	nrasant	tuso? X	Vas N	ı If No. des	crihe See Attach	ned
Is the highest and best use of the sure Addendum		red (or as propos	sed per plans and spo	ecifications) the	present	use? X	Yes No	o If No, des	scribe. See Attach	ned
□ Addendum		red (or as propos	Public	ecifications) the	•	t use? X	Off-site Imp	rovements-	-Type Public	ned Private
□ Addendum	ubject property as improv	Water	Public		•	t use? X	Off-site Imp	rovements halt		
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Addendum Utilities Public Other (companies) Electricity X Gas X FEMA Special Flood Hazard Area Are the utilities and off-site improved Are there any adverse site condition conditions are known. To the state of the state o	yes X No Fements typical for the marins or external factors (easthere are no known on Physical Inspected Row or Townh General Descrip Exterior Walls Wood Roof Surface Metal/Total # Parking 96 Ratio (spaces/units) 1 Type Open Guest Parking 32 Principal Residence Interpretation of an existing built of recreation facilities contained the contained of the contained	Water Sanitary Sc FEMA Flood Zon ket area? Sements, encroa n external f ection, Asse ouse X Gar ottion I/Ave # 6 # 6 # 6 Second H Ciation (HOA)? Developer rcapital.con corporation, etc.)	Public X Sewer X No I achments, environments, environm	FEMA Map FEMA Maps Intal conditions, land negative Maps High-Rise 64 64 32 Item - Provide na rick. mirah@ of the total units Yes X No	# 16 # 16 # 16 # 16 # 16 # 16 # 16 # 16	O13C0461I es, etc.)? [fect the ma Other(describe If Project Co hases inits nits for Sale inits Sold nits Rented wher Occupied management co thercapital. project? , describe the o um conversion)?	Off-site Imp Street Asp Alley Nor E Yes X arketability ompleted 1 64 1 64 32 Units 32 ompany. I com Yes X arketability	# of Pla # of Uni # of Ow Mather Ca What he can be calculated as a second control of the sum of t	If Project Incomplete nned Phases nned Units ts for Sale ts Sold ts Rented ner Occupied Units pital. Marc s, describe	Private

Individual Condominium Unit Appraisal Report File No. 3562

Describe the condition of the project and qu	uality of construction. The subject	t project is in average o	condition.	
Describe the common elements and recrea	ational facilities. Basic Land & E	Buildings		
Are any common elements leased to or by	the Homeowners' Association?	Yes X No If Yes, describe	e the rental terms and options.	
5				
Is the project subject to a ground rent?	Yes X No If Yes, \$	per year (describe t	erms and conditions)	
Are the parking facilities adequate for the p	roject size and type? X Yes	No If No, describe and comm	nent on the effect on value and marketa	ability.
I did X did not analyze the condor				eserves, etc.), or why the analysis
was not performed. No - The budg	jet is not available to the app	oraiser during the norm	al course of business.	
Are there any other fees (other than regula	r HOA charges) for the use of the project	facilities? Yes X No	o If Yes, report the monthly facility o	charges and describe.
			V. O. wurt	
Compared to other competitive projects of				or Low, describe.
Are there any special or unusual characterist			gs, or other information) known to the a	uppraiser?
Yes X No If Yes, describe and ex	piain the effect on value and marketabilit	y		
Unit Charge \$ 400.00 per n	nonth V 12 - ¢ // QOO	or vogr Appual accessor	nt charge per year per causes feet -f	ross living area – ¢ 5.00
Utilities included in the unit monthly assess			nt charge per year per square feet of gr Gas X Water X Sewer X C	
Trash and Insurance GENERAL DESCRIPTION	INTERIOR materials/conditio	n AMENITIES	Appliances	CAR STORAGE
Floor # 1	Floors Wood/Carpet/Average		X Refrigerator	None
# of Levels 2 Heating Type BB Fuel Elec	Walls Drywall/Ave Trim/Finish Wood/Ave	Woodstove(s) # 0 X Deck/Patio Patio	X Range/Oven X Disp Microwave	Garage Covered X Oper
Heating Type BB Fuel Elec Central AC Individual AC	Bath Wainscot Vinyl/Ave	X Porch/Balcony Porch	Dishwasher	X Assigned Owned
X Other (describe) None	Doors Wood/Ave	Other None	X Washer/Dryer	Parking Space # 0
Finished area above grade contains: Are the heating and cooling for the individu	5 Rooms al units separately metered? X Ye		2.0 Bath(s) 960 Square and comment on compatibility to other pr	e Feet of Gross Living Area Above Grade rojects in the market area.
Additional features (special energy efficient	titoms etc.) The subject was	built in 1075 and has b	oon maintained	
Describe the condition of the property (inclined) ago;Bathrooms-updated-eleve			4;Kitchen-updated-eleven to and was undated in 2015	
	in to intoon yours ago, me o	abject was balle in 1016	and was apacted in 2010.	·
Are there any physical deficiencies or adve	rse conditions that affect the livability, so	undness, or structural integrity of	f the property? Yes X No	If Yes, describe
Does the property generally conform to the	neighborhood (functional utility, style, co	ondition, use, construction, etc.)?	X Yes No If No, de	scribe.
I X did did not research the sale Mathieu since 2015	or transfer history of the subject property	and comparable sales. If not, ex	rplain The subject has been	n owned by Anna & Eric
Iviatilled Sifice 2013				
My research did X did not reveal Data source(s) Sun Valley Board	any prior sales or transfers of the subject		or to the effective date of this appraisal.	
My research did X did not reveal	any prior sales or transfers of the compa	rable sales for the year prior to tl	he date of sale of the comparable sale.	
Data source(s) Sun Valley Board Report the results of the research and anal			arable sales (report additional prior sale	es on nage 3)
<u>ITEM</u>		COMPARABLE SALE NO. 1	COMPARABLE SALE NO. 2	COMPARABLE SALE NO. 3
Date of Prior Sale/Transfer Price of Prior Sale/Transfer				
Data Source(s) SVI	MLS SVN		SVMLS	SVMLS
Effective Date of Data Source(s) 02/0 Analysis of prior sale or transfer history of t		06/2024 There is no prior	02/06/2024 sales history for the subjec	t or the comparables in
MLS for the past 3 years for the				tor the comparables III

Individual Condominium Unit Appraisal Report File No. 3562

	•	rable properties currently of						650,000	
		rable sales in the subject ne					550,000	to \$ 685,000	
	FEATURE Address and 214 Pines	SUBJECT	COMPARABLE S 214 Pinewood Ln	SALE NO. I	280 S 3r	MPARABLE S	SALE NO. 2	COMPARABLE 120 Richie Dr	SALE NO. 3
	Unit # A2, Ketchum,		D2, Ketchum, ID 8	83340	1	ium, ID 83	3340	10, Ketchum, ID 8	3340
	Project Name and Parks		Parkside Village	33340		'illa T.H. C		Sawtooth Condo	33340
	Phase 1	olde Village	1		1	a 1	501100	1	
	Proximity to Subject		0.01 miles NE		0.79 mile	es SE		1.60 miles NW	
	Sale Price	\$ 600,000	\$	599,000		\$	649,000	\$	630,000
	Sale Price/Gross Liv. Area	\$ 625.00 sq. ft.	\$ 623.96 sq. ft.		\$ 735.8	33 sq. ft.		\$ 610.47 sq. ft.	
	Data Source(s)		SVMLS #23-3309	91;DOM 34	SVMLS	#24-3314	17;DOM 34	SVMLS #23-3304	74;DOM 20
	Verification Source(s)		Assessor/DriveBy			r/DriveBy	,	Assessor/DriveBy	<u> </u>
	VALUE ADJUSTMENTS	DESCRIPTION	DESCRIPTION	+(-) \$ Adjustment		RIPTION	+(-) \$ Adjustment	DESCRIPTION	+(-) \$ Adjustment
	Sale or Financing		ArmLth		ArmLth			ArmLth	
	Concessions Data of Colo/Time		Conv;0		Cash;0	01/24		Cash;0	
	Date of Sale/Time Location	B;Res;	s09/23;c08/23 B;Res;		s02/24;c B;Res;	30 1/24		s04/23;c04/23 B;Res;	
	Leasehold/Fee Simple	Fee Simple	Fee Simple		Fee Sim	ınle		Fee Simple	
	HOA Mo. Assessment	\$400	\$400		\$264	ipio	0	\$401	0
	Common Elements	Basic Land &	Basic Land &		Basic La	and &		Basic Land &	
	and Rec. Facilities	Buildings	Buildings		Building	s		Buildings	
	Floor Location	1	1		1			2	0
당	View	B;Res;	B;Res;		B;Mtn;		0	B;Mtn;Ski Mtn	-20,000
₹OA	Design (Style)	GR2L;Condo	GR2L;Condo		GR2L;C	ondo		GR1L;Condo	0
БÉ	Quality of Construction	Q4	Q4		Q4		_	Q4	_
NA	Actual Age	49 C4	49 C4		51 C4		60,000	45 C4	0
<u> S0</u>	Condition Above Grade		Total Bdrms. Baths		Total Bdrms.	Dath-	-60,000		
COMPARISON	Room Count	Total Bdrms. Baths 5 2 2.0	5 2 2.0		5 2	Baths 1.0	+5,000	Total Bdrms. Baths 5 2 2.0	
MF	Gross Living Area 100	960 sq. ft.	960 sq. ft.		0 1 2 1	882 sq. ft.	7,800	1,032 sq. ft.	-7,200
ၓ	Basement & Finished	0sf	0sf		0sf	002 sq	,,,,,	0sf	1,200
ILES	Rooms Below Grade								
SAL	Functional Utility	Average	Average		Average			Average	
	Heating/Cooling	EBB/Not Reqrd	EBB/Not Reqrd		EBB/Not			EBB/Not Reqrd	
	Energy Efficient Items	Insulation	Insulation		Insulatio	n		Insulation	
	Garage/Carport	1op;Assigned	1op		1op		0	1op	0
	Porch/Patio/Deck	Patio/Porch	Patio/Porch		Patio		0	Deck/Porch	0
	% Sale of List	100%	100%		100%			100%	
	Net Adjustment (Total)		X + - \$	0	+	X - \$	47,200	+ X \$	27,200
	Net Adjustment (Total) Adjusted Sale Price			0		X - \$ -7.3%	47,200	+ X- \$ Net Adj4.3%	27,200
	Adjusted Sale Price of Comparables		X +	599,000	+ Net Adj.		47,200 601,800		
	Adjusted Sale Price		X +		+ Net Adj.	-7.3%		Net Adj4.3%	
	Adjusted Sale Price of Comparables		X +		+ Net Adj.	-7.3%		Net Adj4.3%	
	Adjusted Sale Price of Comparables		X +		+ Net Adj.	-7.3%		Net Adj4.3%	
	Adjusted Sale Price of Comparables		X +		+ Net Adj.	-7.3%		Net Adj4.3%	
	Adjusted Sale Price of Comparables		X +		+ Net Adj.	-7.3%		Net Adj4.3%	
	Adjusted Sale Price of Comparables		X +		+ Net Adj.	-7.3%		Net Adj4.3%	
	Adjusted Sale Price of Comparables		X +		+ Net Adj.	-7.3%		Net Adj4.3%	
	Adjusted Sale Price of Comparables		X +		+ Net Adj.	-7.3%		Net Adj4.3%	
	Adjusted Sale Price of Comparables		X +		+ Net Adj.	-7.3%		Net Adj4.3%	
	Adjusted Sale Price of Comparables Summary of Sales Compari	ison Approach See Atta	X +		+ Net Adj.	-7.3%		Net Adj4.3%	
	Adjusted Sale Price of Comparables	ison Approach See Atta	X +	599,000	+ Net Adj. Gross Adj.	-7.3% 11.2% \$	601,800	Net Adj4.3%	
ME	Adjusted Sale Price of Comparables Summary of Sales Compari	ison Approach See Atta	X +	599,000	+ Net Adj. Gross Adj.	-7.3% 11.2% \$	601,800	Net Adj4.3% \$	
COME	Adjusted Sale Price of Comparables Summary of Sales Compari Indicated Value by Sales Compari Estimated Monthly Market F Summary of Income Approx	ison Approach See Atta omparison Approach \$ 600 Rent \$ ach (including support for ma	Net Adj. 0.0% Gross Adj. 0.0% \$ ached Addendum 0,000 INCOME APPROA X Gross Rent Multiplier arket rent and GRM) The	599,000 ACHTO VALUE (respectively) e subject is local	Net Adj. Gross Adj.	-7.3% 11.2% \$	601,800 Mae) d Value by Income A	Net Adj4.3% \$	602,800
INCOME	Adjusted Sale Price of Comparables Summary of Sales Compari Indicated Value by Sales Compari Estimated Monthly Market F	ison Approach See Atta omparison Approach \$ 600 Rent \$ ach (including support for ma	Net Adj. 0.0% Gross Adj. 0.0% \$ ached Addendum 0,000 INCOME APPROA X Gross Rent Multiplier arket rent and GRM) The	599,000 ACHTO VALUE (respectively) e subject is local	Net Adj. Gross Adj.	-7.3% 11.2% \$	601,800 Mae) d Value by Income A	Net Adj4.3% \$	602,800
INCOME	Adjusted Sale Price of Comparables Summary of Sales Compari Indicated Value by Sales Compari Estimated Monthly Market F Summary of Income Approadata is not readily a	omparison Approach \$ 600 Rent \$ ach (including support for may available and the Inc.	Net Adj. 0.0% Gross Adj. 0.0% \$ ached Addendum O,000 INCOME APPROA X Gross Rent Multiplier arket rent and GRM) The	599,000 ACHTO VALUE (respectively) e subject is local	Net Adj. Gross Adj.	-7.3% 11.2% \$	Mae) d Value by Income A	Net Adj4.3% \$ Gross Adj. 4.3% \$ Approach ences with some re	602,800
INCOME	Adjusted Sale Price of Comparables Summary of Sales Compari Indicated Value by Sales Compari Estimated Monthly Market F Summary of Income Approadata is not readily a	omparison Approach \$ 600 Rent \$ ach (including support for mayailable and the Inc.	Net Adj. 0.0% Gross Adj. 0.0% \$ ached Addendum O,000 INCOME APPROA X Gross Rent Multiplier arket rent and GRM) The	599,000 ACHTO VALUE (respectively) e subject is local	Net Adj. Gross Adj.	-7.3% 11.2% \$	601,800 Mae) d Value by Income A	Net Adj4.3% \$ Gross Adj. 4.3% \$ Approach ences with some re	602,800
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INCOME	Adjusted Sale Price of Comparables Summary of Sales Compari Indicated Value by Sales Compari Estimated Monthly Market F Summary of Income Approadata is not readily a	omparison Approach \$ 600 Rent \$ ach (including support for mayailable and the Inc.	Net Adj. 0.0% Gross Adj. 0.0% \$ ached Addendum O,000 INCOME APPROA X Gross Rent Multiplier arket rent and GRM) The	599,000 ACHTO VALUE (respectively) e subject is local	Net Adj. Gross Adj.	-7.3% 11.2% \$	Mae) d Value by Income A	Net Adj4.3% \$ Gross Adj. 4.3% \$ Approach ences with some re	602,800
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ŽI	Adjusted Sale Price of Comparables Summary of Sales Compari Indicated Value by Sales Compari Estimated Monthly Market F Summary of Income Approadata is not readily a Indicated Value by: Sales	omparison Approach \$ 600 Rent \$ ach (including support for mayailable and the Inc.	Net Adj. 0.0% Gross Adj. 0.0% \$ ached Addendum O,000 INCOME APPROA X Gross Rent Multiplier arket rent and GRM) The	599,000 ACHTO VALUE (respectively) e subject is local	Net Adj. Gross Adj.	-7.3% 11.2% \$	Mae) d Value by Income A	Net Adj4.3% \$ Gross Adj. 4.3% \$ Approach ences with some re	602,800
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Individual Condominium Unit Appraisal Report

This report form is designed to report an appraisal of a unit in a condominium project or a condominium unit in a planned unit development (PUD). This report form is not designed to report an appraisal of a manufactured home or a unit in a cooperative project.

This appraisal report is subject to the following scope of work, intended use, intended user, definition of market value, statement of assumptions and limiting conditions, and certifications. Modifications, additions, or deletions to the intended user, intended user, definition of market value, or assumptions and limiting conditions are not permitted. The appraiser may expand the scope of work to include any additional research or analysis necessary based on the complexity of this appraisal assignment. Modifications or deletions to the certifications are also not permitted. However, additional certifications that do not constitute material alterations to this appraisal report, such as those required by law or those related to the appraiser's continuing education or membership in an appraisal organization, are permitted.

SCOPE OF WORK: The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal report form, including the following definition of market value, statement of assumptions and limiting conditions, and certifications. The appraiser must, at a minimum: (1) perform a complete visual inspection of the interior and exterior areas of the subject unit, (2) inspect and analyze the condominium project, (3) inspect the neighborhood, (4) inspect each of the comparable sales from at least the street, (5) research, verify, and analyze data from reliable public and/or private sources, and (6) report his or her analysis, opinions, and conclusions in this appraisal report.

INTENDED USE: The intended use of this appraisal report is for the lender/client to evaluate the property that is the subject of this appraisal for a mortgage finance transaction.

INTENDED USER: The intended user of this appraisal report is the lender/client.

MARKET VALUE: The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised, and each acting in what he or she considers his or her own best interest; (3) a reasonable time is allowed for exposure in the open market; (4) payment is made in terms of cash in U. S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions* granted by anyone associated with the sale.

*Adjustments to the comparables must be made for special or creative financing or sales concessions. No adjustments are necessary for those costs which are normally paid by sellers as a result of tradition or law in a market area; these costs are readily identifiable since the seller pays these costs in virtually all sales transactions. Special or creative financing adjustments can be made to the comparable property by comparisons to financing terms offered by a third party institutional lender that is not already involved in the property or transaction. Any adjustment should not be calculated on a mechanical dollar for dollar cost of the financing or concession but the dollar amount of any adjustment should approximate the market's reaction to the financing or concessions based on the appraiser's judgment.

STATEMENT OF ASSUMPTIONS AND LIMITING CONDITIONS: The appraiser's certification in this report is subject to the following assumptions and limiting conditions:

- 1. The appraiser will not be responsible for matters of a legal nature that affect either the property being appraised or the title to it, except for information that he or she became aware of during the research involved in performing this appraisal. The appraiser assumes that the title is good and marketable and will not render any opinions about the title.
- 2. The appraiser has provided a sketch in this appraisal report to show the approximate dimensions of the improvements. The sketch is included only to assist the reader in visualizing the property and understanding the appraiser's determination of its size.
- 3. The appraiser has examined the available flood maps that are provided by the Federal Emergency Management Agency (or other data sources) and has noted in this appraisal report whether any portion of the subject site is located in an identified Special Flood Hazard Area. Because the appraiser is not a surveyor, he or she makes no guarantees, express or implied, regarding this determination
- 4. The appraiser will not give testimony or appear in court because he or she made an appraisal of the property in question, unless specific arrangements to do so have been made beforehand, or as otherwise required by law.
- 5. The appraiser has noted in this appraisal report any adverse conditions (such as needed repairs, deterioration, the presence of hazardous wastes, toxic substances, etc.) observed during the inspection of the subject property or that he or she became aware of during the research involved in performing this appraisal. Unless otherwise stated in this appraisal report, the appraiser has no knowledge of any hidden or unapparent physical deficiencies or adverse conditions of the property (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) that would make the property less valuable, and has assumed that there are no such conditions and makes no guarantees or warranties, express or implied. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist. Because the appraiser is not an expert in the field of environmental hazards, this appraisal report must not be considered as an environmental assessment of the property.
- 6. The appraiser has based his or her appraisal report and valuation conclusion for an appraisal that is subject to satisfactory completion, repairs, or alterations on the assumption that the completion, repairs, or alterations of the subject property will be performed in a professional manner.

Individual Condominium Unit Appraisal Report File No. 3562

APPRAISER'S CERTIFICATION: The Appraiser certifies and agrees that:

- 1. I have, at a minimum, developed and reported this appraisal in accordance with the scope of work requirements stated in this appraisal report.
- 2. I performed a complete visual inspection of the interior and exterior areas of the subject property. I reported the condition of the improvements in factual, specific terms. I identified and reported the physical deficiencies that could affect the livability, soundness, or structural integrity of the property.
- 3. I performed this appraisal in accordance with the requirements of the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
- 4. I developed my opinion of the market value of the real property that is the subject of this report based on the sales comparison approach to value. I have adequate comparable market data to develop a reliable sales comparison approach for this appraisal assignment. I further certify that I considered the cost and income approaches to value but did not develop them, unless otherwise indicated in this report.
- 5. I researched, verified, analyzed, and reported on any current agreement for sale for the subject property, any offering for sale of the subject property in the twelve months prior to the effective date of this appraisal, and the prior sales of the subject property for a minimum of three years prior to the effective date of this appraisal, unless otherwise indicated in this report.
- 6. I researched, verified, analyzed, and reported on the prior sales of the comparable sales for a minimum of one year prior to the date of sale of the comparable sale, unless otherwise indicated in this report.
- 7. I selected and used comparable sales that are locationally, physically, and functionally the most similar to the subject property.
- 8. I have not used comparable sales that were the result of combining a land sale with the contract purchase price of a home that has been built or will be built on the land.
- 9. I have reported adjustments to the comparable sales that reflect the market's reaction to the differences between the subject property and the comparable sales.
- 10. I verified, from a disinterested source, all information in this report that was provided by parties who have a financial interest in the sale or financing of the subject property.
- 11. I have knowledge and experience in appraising this type of property in this market area.
- 12. I am aware of, and have access to, the necessary and appropriate public and private data sources, such as multiple listing services, tax assessment records, public land records and other such data sources for the area in which the property is located.
- 13. I obtained the information, estimates, and opinions furnished by other parties and expressed in this appraisal report from reliable sources that I believe to be true and correct.
- 14. I have taken into consideration the factors that have an impact on value with respect to the subject neighborhood, subject property, and the proximity of the subject property to adverse influences in the development of my opinion of market value. I have noted in this appraisal report any adverse conditions (such as, but not limited to, needed repairs, deterioration, the presence of hazardous wastes, toxic substances, adverse environmental conditions, etc.) observed during the inspection of the subject property or that I became aware of during the research involved in performing this appraisal. I have considered these adverse conditions in my analysis of the property value, and have reported on the effect of the conditions on the value and marketability of the subject property.
- 15. I have not knowingly withheld any significant information from this appraisal report and, to the best of my knowledge, all statements and information in this appraisal report are true and correct.
- 16. I stated in this appraisal report my own personal, unbiased, and professional analysis, opinions, and conclusions, which are subject only to the assumptions and limiting conditions in this appraisal report.
- 17. I have no present or prospective interest in the property that is the subject of this report, and I have no present or prospective personal interest or bias with respect to the participants in the transaction. I did not base, either partially or completely, my analysis and/or opinion of market value in this appraisal report on the race, color, religion, sex, age, marital status, handicap, familial status, or national origin of either the prospective owners or occupants of the subject property or of the present owners or occupants of the properties in the vicinity of the subject property or on any other basis prohibited by law.
- 18. My employment and/or compensation for performing this appraisal or any future or anticipated appraisals was not conditioned on any agreement or understanding, written or otherwise, that I would report (or present analysis supporting) a predetermined specific value, a predetermined minimum value, a range or direction in value, a value that favors the cause of any party, or the attainment of a specific result or occurrence of a specific subsequent event (such as approval of a pending mortgage loan application).
- 19. I personally prepared all conclusions and opinions about the real estate that were set forth in this appraisal report. If I relied on significant real property appraisal assistance from any individual or individuals in the performance of this appraisal or the preparation of this appraisal report, I have named such individual(s) and disclosed the specific tasks performed in this appraisal report. I certify that any individual so named is qualified to perform the tasks. I have not authorized anyone to make a change to any item in this appraisal report; therefore, any change made to this appraisal is unauthorized and I will take no responsibility for it.
- 20. I identified the lender/client in this appraisal report who is the individual, organization, or agent for the organization that ordered and will receive this appraisal report.
- 21. The lender/client may disclose or distribute this appraisal report to: the borrower; another lender at the request of the borrower; the mortgagee or its successors and assigns; mortgage insurers; government sponsored enterprises; other secondary market participants; data collection or reporting services; professional appraisal organizations; any department, agency, or instrumentality of the United States; and any state, the District of Columbia, or other jurisdictions; without having to obtain the appraiser's or supervisory appraiser's (if applicable) consent. Such consent must be obtained before this appraisal report may be disclosed or distributed to any other party (including, but not limited to, the public through advertising, public relations, news, sales, or other media).

Individual Condominium Unit Appraisal Report

- 22. I am aware that any disclosure or distribution of this appraisal report by me or the lender/client may be subject to certain laws and regulations. Further, I am also subject to the provisions of the Uniform Standards of Professional Appraisal Practice that pertain to disclosure or distribution by me.
- 23. The borrower, another lender at the request of the borrower, the mortgagee or its successors and assigns, mortgage insurers, government sponsored enterprises, and other secondary market participants may rely on this appraisal report as part of any mortgage finance transaction that involves any one or more of these parties.
- 24. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.
- 25. Any intentional or negligent misrepresentation(s) contained in this appraisal report may result in civil liability and/or criminal penalties including, but not limited to, fine or imprisonment or both under the provisions of Title 18, United States Code, Section 1001, et seq., or similar state laws.

SUPERVISORY APPRAISER'S CERTIFICATION: The Supervisory Appraiser certifies and agrees that:

- 1. I directly supervised the appraiser for this appraisal assignment, have read the appraisal report, and agree with the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
- 2. I accept full responsibility for the contents of this appraisal report including, but not limited to, the appraiser's analysis, opinions, statements, conclusions, and the appraiser's certification.
- 3. The appraiser identified in this appraisal report is either a sub-contractor or an employee of the supervisory appraiser (or the appraisal firm), is qualified to perform this appraisal, and is acceptable to perform this appraisal under the applicable state law.
- 4. This appraisal report complies with the Uniform Standards of Professional Appraisal Practice that were adopted and promulgated by the Appraisal Standards Board of The Appraisal Foundation and that were in place at the time this appraisal report was prepared.
- 5. If this appraisal report was transmitted as an "electronic record" containing my "electronic signature," as those terms are defined in applicable federal and/or state laws (excluding audio and video recordings), or a facsimile transmission of this appraisal report containing a copy or representation of my signature, the appraisal report shall be as effective, enforceable and valid as if a paper version of this appraisal report were delivered containing my original hand written signature.

APPRAISER	SUPERVISORY APPRAISER (ONLY IF REQUIRED)
Signature KWMunso	Signature KullMunto Name Company Name
Name Kim'Willows-Munro	Name′
Company Name Wood River Appraisal Services LLC	
Company Address P.O. Box 4093	Company Address
Ketchum, ID 83340	
Telephone Number 208 726-0029	Telephone Number
Email Address kim@woodriverappraisal.com	Email Address
Date of Signature and Report 02/09/2024	Date of Signature 02/09/2024
Effective Date of Appraisal 02/05/2024	State Certification #
State Certification # CRA-2279	or State License #
or State License #	State
or State License # State #	StateExpiration Date of Certification or License
State ID	
Expiration Date of Certification or License 05/21/2024	
ADDRESS OF PROPERTY APPRAISED	SUBJECT PROPERTY
214 Pinewood Ln Unit # A2	☐ Did not inspect subject property
Ketchum, ID 83340	☐ Did inspect exterior of subject property from street
	Date of Inspection
APPRAISED VALUE OF SUBJECT PROPERTY \$ 600,000	Did inspect interior and exterior of subject property Date of Inspection
LENDER/CLIENT	• ———
Name No AMC	COMPARABLE SALES
Company Name Washington Federal	Did not inspect exterior of comparable sales from street
Company Address 425 Pike St	Did inspect exterior of comparable sales from street
Seattle, WA 98101	Date of Inspection
Email Address	

Individual Condominium Unit Appraisal Report File No. 3562

FEATURE		SUBJECT	COMPARABLE SALE NO. 4		COMPARABLE SALE NO. 5 222 Pinewood Ln			COMPARABLE SALE NO. 6									
Address and 214 Pines			239 Pine				1			0001-							
Unit # A2, Ketchum,			C9, Ketcl				C5, Ketchum, ID 83340 Parkside Village				-						
Project Name and Parks Phase 1	side V	mage	Parkside 1	villag	je		1										
Proximity to Subject			0.07 mile	s SF			0.03 mile	es SF									
Sale Price	\$	600,000	2.0. 1/1110		\$	625,000	\$ 685,000						\$				
Sale Price/Gross Liv. Area	\$	625.00 sq. ft.	\$ 651.04	4 sq. ft.		,	\$ 713.54 sq. ft.			\$ sq. ft.							
Data Source(s)			SVMLS#			OM 65	SVMLS				M 6						
Verification Source(s)			Assessor		Ву		Assesso		в								
VALUE ADJUSTMENTS	DE	SCRIPTION	DESCRI	PTION	+(-) \$	Adjustment		RIPTION		+(-) \$	Adjustment		DESC	CRIPTI	ON	+(-) \$	Adjustment
Sale or Financing Concessions			Listing :0				Listing :0										
Date of Sale/Time			c12/23				Active										
Location	B;Res	s:	B;Res;				B;Res;										
Leasehold/Fee Simple		Simple	Fee Simp	ole			Fee Sim	ple									
HOA Mo. Assessment	\$400	•	\$400				\$400										
Common Elements		Land &	Basic La				Basic La										
and Rec. Facilities	Buildi	ings	Buildings				Building	S									
Floor Location	D.D.		1 D.D.s.				1 D.D.S.										
View Design (Style)	B;Res	s; _;Condo	B;Res; GR2L;Cc	ndo			B;Res; GR2L;C	ondo				-					
Quality of Construction	Q4	_,001100	Q4	, iuu			Q4	oriuu				_					
Actual Age	49		49				49										
Condition	C4		C4				C4										
Above Grade	Total Bd		Total Bdrms.	Baths			Total Bdrms.	Baths				Total	Bdrms	s. E	Baths		
Room Count	5	2 2.0	5 2	2.0			5 2	2.0	_								
Gross Living Area 100		960 sq. ft.		960 s	q. ft.			960 s	q. ft.						sq. ft.		
Basement & Finished	0sf		0sf				0sf										
Rooms Below Grade	٨٠٠٠	200	Averess				Λια===					-					
Functional Utility Heating/Cooling	Avera	age Not Regrd	Average EBB/Not	Regr	4		Average EBB/Not F					-					
Energy Efficient Items	Insula		Insulation		<u> </u>		Insulatio										
Garage/Carport		Assigned	1op	•			1op										
Porch/Patio/Deck		/Porch	Patio/Por	ch			Patio/Po	rch									
% Sale of List	100%)	Pending	_			Active				0	_					
1									4			1 1 1					
Net Adjustment (Total)			X + [<u> </u>	\$	0	-	<u> </u>	\$		0	-	+	<u></u>	\$		
Net Adjustment (Total) Adjusted Sale Price			Net Adj.	0.0%			Net Adj.	0.0%				Net A	dj.	<u></u>	%		
Net Adjustment (Total) Adjusted Sale Price of Comparables		SIII	Net Adj. Gross Adj.	0.0% 0.0%	\$ (625,000	Net Adj. Gross Adj.	0.0%	\$		85,000	Net A Gross	dj.	COM	% % \$	I F SAI F	NO 6
Net Adjustment (Total) Adjusted Sale Price of Comparables ITEM		SU	Net Adj.		\$ (Net Adj. Gross Adj.	0.0%	\$			Net A Gross	dj.	COM	% % \$	LE SALE	NO. 6
Net Adjustment (Total) Adjusted Sale Price of Comparables		SU	Net Adj. Gross Adj.		\$ (625,000	Net Adj. Gross Adj.	0.0%	\$		85,000	Net A Gross	dj.	COM	% % \$	LE SALE	NO. 6
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Uniform Appraisal Dataset Definitions

File No. 3562

Condition Ratings and Definitions

C1 The improvements have been very recently constructed and have not previously been occupied. The entire structure and all components are new and the dwelling features no physical depreciation.*

"Note: Newly constructed improvements that feature recycled materials and/or components can be considered new dwellings provided that the dwelling is placed on a 100% new foundation and the recycled materials and the recycled components have been rehabilitated/re-manufactured into like-new condition. Recently constructed improvements that have not been previously occupied are not considered "new" if they have any significant physical depreciation (i.e., newly constructed dwellings that have been vacant for an extended period of time without adequate maintenance or upkeep).

C2 The improvements feature no deferred maintenance, little or no physical depreciation, and require no repairs. Virtually all building components are new or have been recently repaired, refinished, or rehabilitated. All outdated components and finishes have been updated and/or replaced with components that meet current standards. Dwellings in this category either are almost new or have been recently completely renovated and are similar in condition to new construction.

*Note: The improvements represent a relatively new property that is well maintained with no deferred maintenance and little or no physical depreciation, or an older property that has been recently completely renovated.

C3 The improvements are well maintained and feature limited physical depreciation due to normal wear and tear. Some components, but not every major building component, may be updated or recently rehabilitated. The structure has been well maintained.

*Note: The improvement is in its first-cycle of replacing short-lived building components (appliances, floor coverings, HVAC, etc.) and is being well maintained. Its estimated effective age is less than its actual age. It also may reflect a property in which the majority of short-lived building components have been replaced but not to the level of a complete renovation.

C4 The improvements feature some minor deferred maintenance and physical deterioration due to normal wear and tear. The dwelling has been adequately maintained and requires only minimal repairs to building components/mechanical systems and cosmetic repairs. All major building components have been adequately maintained and are functionally adequate.

*Note: The estimated effective age may be close to or equal to its actual age. It reflects a property in which some of the short-lived building components have been replaced, and some short-lived building components are at or near the end of their physical life expectancy; however, they still function adequately. Most minor repairs have been addressed on an ongoing basis resulting in an adequately maintained property.

C5 The improvements feature obvious deferred maintenance and are in need of some significant repairs. Some building components need repairs, rehabilitation, or updating. The functional utility and overall livability is somewhat diminished due to condition, but the dwelling remains useable and functional as a residence.

*Note: Some significant repairs are needed to the improvements due to the lack of adequate maintenance. It reflects a property in which many of its short-lived building components are at the end of or have exceeded their physical life expectancy but remain functional.

C6 The improvements have substantial damage or deferred maintenance with deficiencies or defects that are severe enough to affect the safety, soundness, or structural integrity of the improvements. The improvements are in need of substantial repairs and rehabilitation, including many or most major components.

*Note: Substantial repairs are needed to the improvements due to the lack of adequate maintenance or property damage. It reflects a property with conditions severe enough to affect the safety, soundness, or structural integrity of the improvements.

Quality Ratings and Definitions

- Q1 Dwellings with this quality rating are usually unique structures that are individually designed by an architect for a specified user. Such residences typically are constructed from detailed architectural plans and specifications and feature an exceptionally high level of workmanship and exceptionally high-grade materials throughout the interior and exterior of the structure. The design features exceptionally high-quality exterior refinements and ornamentation, and exceptionally high-quality interior refinements. The workmanship, materials, and finishes throughout the dwelling are of exceptionally high quality.
- Q2 Dwellings with this quality rating are often custom designed for construction on an individual property owner's site. However, dwellings in this quality grade are also found in high-quality tract developments featuring residences constructed from individual plans or from highly modified or upgraded plans. The design features detailed, high-quality exterior ornamentation, high-quality interior refinements, and detail. The workmanship, materials, and finishes throughout the dwelling are generally of high or very high quality.
- Q3 Dwellings with this quality rating are residences of higher quality built from individual or readily available designer plans in above-standard residential tract developments or on an individual property owner's site. The design includes significant exterior ornamentation and interiors that are well finished. The workmanship exceeds acceptable standards and many materials and finishes throughout the dwelling have been upgraded from "stock" standards.
- Q4 Dwellings with this quality rating meet or exceed the requirements of applicable building codes. Standard or modified standard building plans are utilized and the design includes adequate fenestration and some exterior ornamentation and interior refinements. Materials, workmanship, finish, and equipment are of stock or builder grade and may feature some upgrades.
- Q5 Dwellings with this quality rating feature economy of construction and basic functionality as main considerations. Such dwellings feature a plain design using readily available or basic floor plans featuring minimal fenestration and basic finishes with minimal exterior ornamentation and limited interior detail. These dwellings meet minimum building codes and are constructed with inexpensive, stock materials with limited refinements and upgrades.
- Q6 Dwellings with this quality rating are of basic quality and lower cost; some may not be suitable for year-round occupancy. Such dwellings are often built with simple plans or without plans, often utilizing the lowest quality building materials. Such dwellings are often built or expanded by persons who are professionally unskilled or possess only minimal construction skills. Electrical, plumbing, and other mechanical systems and equipment may be minimal or non-existent. Older dwellings may feature one or more substandard or non-conforming additions to the original structure.

Definitions of Not Updated, Updated, and Remodeled

Not Updated

Little or no updating or modernization. This description includes, but is not limited to, new homes.

Residential properties of fifteen years of age or less often reflect an original condition with no updating, if no major components have been replaced or updated. Those over fifteen years of age are also considered not updated if the appliances, fixtures, and finishes are predominantly dated. An area that is 'Not Updated' may still be well maintained and fully functional, and this rating does not necessarily imply deferred maintenance or physical /functional deterioration.

Updated

The area of the home has been modified to meet current market expectations. These modifications are limited in terms of both scope and cost.

An updated area of the home should have an improved look and feel, or functional utility. Changes that constitute updates include refurbishment and/or replacing components to meet existing market expectations. Updates do not include significant alterations to the existing structure.

Remodeled

Significant finish and/or structural changes have been made that increase utility and appeal through complete replacement and/or expansion.

A remodeled area reflects fundamental changes that include multiple alterations. These alterations may include some or all of the following: replacement of a major component (cabinet(s), bathtub, or bathroom tile), relocation of plumbing/gas fixtures/appliances, significant structural alterations (relocating walls, and/or the addition of square footage). This would include a complete gutting and rebuild.

Explanation of Bathroom Count

The number of full and half baths is reported by separating the two values by a period. The full bath is represented to the left of the period. The half bath count is represented to the right of the period. Three-quarter baths are to be counted as a full bath in all cases. Quarter baths (baths that feature only toilet) are not to be included in the bathroom count.

Uniform Appraisal Dataset Definitions

Abbrev.

in

Full Name

Interior Only Stairs

Abbreviations Used in Data Standardization Text

Full Name

Acres

Abbrev.

ac

Appropriate Fields Area, Site

File No. 3562

Appropriate Fields

Basement & Finished Rooms Below Grade

ac	Acres	Area, Site	in	Interior Only Stairs	Basement & Finished Rooms Below Grade
AdjPrk	Adjacent to Park	Location	Lndfl	Landfill	Location
AdjPwr	Adjacent to Power Lines	Location	LtdSght	Limited Sight	View
Α	Adverse	Location & View	Listing	Listing	Sale or Financing Concessions
ArmLth	Arms Length Sale	Sale or Financing Concessions	MR	Mid-Rise Structure	Design(Style)
AT	Attached Structure	Design(Style)	Mtn	Mountain View	View
ba	Bathroom(s)	Basement & Finished Rooms Below Grade	N	Neutral	Location & View
br	Bedroom	Basement & Finished Rooms Below Grade	NonArm	Non-Arms Length Sale	Sale or Financing Concessions
В	Beneficial	Location & View		-	Garage/Carport
			ор	Open	
BsyRd	Busy Road	Location	0	Other	Basement & Finished Rooms Below Grade
ср	Carport	Garage/Carport	0	Other	Design(Style)
Cash	Cash	Sale or Financing Concessions	Prk	Park View	View
CtySky	City View Skyline View	View	Pstrl	Pastoral View	View
CtyStr	City Street View	View	PwrLn	Power Lines	View
Comm	Commercial Influence	Location	PubTrn	Public Transportation	Location
l c	Contracted Date	Date of Sale/Time	rr	Recreational (Rec) Room	Basement & Finished Rooms Below Grade
Conv	Conventional	Sale or Financing Concessions	Relo	Relocation Sale	Sale or Financing Concessions
				REO Sale	· ·
CV	Covered	Garage/Carport	REO		Sale or Financing Concessions
CrtOrd	Court Ordered Sale	Sale or Financing Concessions	Res	Residential	Location & View
DOM	Days On Market	Data Sources	RT	Row or Townhouse	Design(Style)
DT	Detached Structure	Design(Style)	RH	Rural Housing - USDA	Sale or Financing Concessions
dw	Driveway	Garage/Carport	SD	Semi-detached Structure	Design(Style)
Estate	Estate Sale	Sale or Financing Concessions	S	Settlement Date	Date of Sale/Time
е	Expiration Date	Date of Sale/Time	Short	Short Sale	Sale or Financing Concessions
FHA	Federal Housing Authority	Sale or Financing Concessions	sf	Square Feet	Area, Site, Basement
1				•	
g	Garage Attached	Garage/Carport	sqm	Square Meters	Area, Site, Basement
ga	Garage - Attached	Garage/Carport	Unk	Unknown	Date of Sale/Time
gbi	Garage - Built-in	Garage/Carport	VA	Veterans Administration	Sale or Financing Concessions
gd	Garage - Detached	Garage/Carport	wo	Walk Out Basement	Basement & Finished Rooms Below Grade
GR	Garden Structure	Design(Style)	wu	Walk Up Basement	Basement & Finished Rooms Below Grade
GlfCse	Golf Course	Location	WtrFr	Water Frontage	Location
Glfvw	Golf Course View	View	Wtr	Water View	View
HR	High Rise Structure	Design(Style)	w	Withdrawn Date	Date of Sale/Time
Ind	Industrial	Location & View	Woods	Woods View	View
Other App Abbrev.	oraiser-Defined Abbre Full Name	viations Appropriate Fields	Abbrev.	Full Name	Appropriate Fields
		ersion 9/2011 Produced using ACI software, Cutofforn Appraisal	00.234.8727 www.aciweb		1073_05AUAD 12182015

ADDENDUM

Borrower: Robert Buersmeyer	File No	o.: 3562
Property Address: 214 Pinewood Ln	Case	No.:
City: Ketchum	State: ID	Zip: 83340
Lender: Washington Federal		

Comments added 02/09/2024

I have updated coments in the Additional Features.

I corrected the final oopinion of value. There was a typo.

The parking is assigned.

The remaining economic life is 30 years.

I have added the USPAP addendum.

The roof was snow covered at the time of the inspection. There was no evidence of any damage or leaks and the report is completed with the assumption that the roof does not require repairs.

New Signature date: 02/09/2024

HOA - I spoke with Marc Boatwright regarding any possible future assessments. Marc confirmed that there will most likely be a special assessment to replace the roofs and siding. A vote needs to be taken with all the owners to agree to the special assessment which would likely be about \$41,000 per unit if approved. There may also be water pipes that may need to be replaced in the future. Marc confirmed there is no current litigation in the project. He also estimated that the number of rentals is about 50% but does not have any evidence to support this as the homeowners are not obliged to notify HOA if they are renting there unit.

Supervisor: Kim Willows-Munro

Ryan Willows-Munro, Registered Appraiser Trainee #RT-4580 provided significant real estate appraisal assistance in the development and reporting of this appraisal as follows:

Define appraisal problem

Helped in the selection of the comparables Inspection with supervisor of the subject property

Highest and Best use Subject property analysis

Photos, floor plan, plat map, location map.

Reconcile value in each approach used for final value opinion.

INTENDED USE AND INTENDED USER

The Intended User of this appraisal report is the Lender/Client. The Intended Use is to evaluate the property that is the subject of this appraisal for a mortgage finance transaction, subject to the stated Scope of Work, purpose of the appraisal, reporting requirements of this appraisal report form, and Definition of Market Value. No additional Intended Users are identified by the appraiser.

The Intended Users are limited to the client and Secondary Money Market (albeit Conventional, USDA, FHA, Fannie Mae, Sallie Mae, Ginnie Mae or VA) as cited in the engagement Letter. Under the ECOA and TILA as of January 18, 2014, the borrower will be given a copy of this Appraisal Report. That disclosure obligation DOES NOT create an Intended User relationship with the appraiser.

The appraiser has confidentiality obligations that do not extend to the borrower. Any questions the borrower may have about this Appraisal Report must filter through the engaging party, i.e. the client and/or the client's agent known as the AMC stated on the signed certification page. Any attempt on behalf of the borrower to contact the appraiser and bypass the legal process of revision requests or questions not answered or understood in the Appraisal Report will be considered by the appraiser an action of potential intimidation or coercion for the purpose of obtaining an inflated value. The appraiser will always be ready to reconsider a value, defend a value and communicate sufficiently any detail not understood in the Appraisal Report. However, it must be understood that request can only be achieved through the legal process of fiduciary (the obligation of agency relationship to the identified client stated in this Appraisal Report). For that reason the borrower is hereby given this notice to forward all questions to the lender so the appraiser may address them as they are legally allowed "

SCOPE OF WORK

The scope of this appraisal has been to perform a detailed inspection and analysis of the subject property within the limits of the appraisal assignment. The accessible areas of the physical property were viewed which included all the interior rooms and the exterior of the property. The utilities were on and working at the time of the inspection. The appraiser tried to obtain an adequate amount of information in the normal course of business regarding the subject and the comparable properties. Comparable property information was generally obtained through Sun Valley MLS and The Blaine County Assessor's website.

UAD - UNIFORM APPRAISAL DATASET

At the request of the client, this appraisal report has been prepared in compliance with the Uniform Appraisal Dataset from Fannie Mae and Freddie Mac. The UAD requires the appraiser to use standardized responses that include specific formats, definitions, abbreviation and acronyms.

GEOGRAPHIC COMPETENCY - The subject property is located 3 miles from my office. I have spent sufficient time in this market and understand the nuances of the local market and the supply and demand factors relating to the specific property type and location involved.

ENERGY EFFICIENT ITEMS

The dwelling appears to have a standard compliment of energy efficient items. These items are consistent with market expectations in the subject neighborhood for improvements of similar age, quality and price range.

No significant differences between the subject and comparables exist; therefore no adjustments for energy efficient items were warranted.

DEFINITION OF MARKET VALUE AS DEFINED BY USPAP

Market value or fair market value is the most probable price that a property will sell for in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the

ADDENDUM

Borrower: Robert Buersmeyer		File No.: 3562
Property Address: 214 Pinewood Ln		Case No.:
City: Ketchum	State: ID	Zip: 83340
Lender: Washington Federal		

passing of title from seller to buyer under conditions whereby: (1) buyer and seller are typically motivated; (2) both parties are well informed or well advised; (3) a reasonable time is allowed for exposure to the open market; (4) payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and (5) the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

Analysis of the Sales Contract

Continued from Analysis of the Sales Contract: recording a Category Local deed restriction with an annual appreciation cap and associated program mortgage on the home at the time of the closing.

Highest and Best Use

The Highest and Best use is single family residential since it is legally permissible, physically possible, financially feasible and maximally productive. The current existing improvements represent the highest and best use of the subject property at 214 Pinewood Ln A2, Ketchum, ID 83340.

Additional Features

The subject is a 2 bed, 2 bath condominium built in 1975. The exterior is wood with a metal roof. The interior has wood and carpet flooring. The walls are drywall with wooden trim. The lower level has the living room, dining room, kitchen, 1 bedroom and 1 bath, the upper level has 1 bedroom and 1 bath. The unit is in average condition.

Comments on Sales Comparison

The appraisal uses 5 comparables, 3 closed sales, 1 pending sale and 1 active listing.

Bathrooms are adjusted by \$5,000 per full bath

There is no bedroom adjustment because adjustments are market derived and there is no evidence to support one. GLA is adjusted by \$100 per sf

Both Net & Gross and Gross Adjustments are well within preferred guidelines

Sale 1 closed 09/11/2023 and is located in the same building as the subject and is the most comparable, there are no adjustments.

Sale 2 closed 02/05/2024 and is 2 bedroom 1 bath condo located in ketchum and brackets the subject from the smaller size. This condo has been completed remodeled therefore the condition adjustment.

Sale 3 is an older sale and is also a 2 bedroom 2 bath condo like the subject and brackets the subject from the larger size. This unit has views of the ski mountain.

Comps 4 & 5 are both located in the same project as the subject. Comp 4 is pending and Comp 5 is active. Like most listings these illustrate the upper range of value for the subject and based on the principle of substitution a typical buyer would not pay more for the subject property than they would for a similar property.

All of the adjustment are within preferred guidelines.

The quality of materials and workmanship play a much greater role of material importance vs when a house was built. A "0" may be placed on the grid to let the reader know the appraiser acknowledges the variance but has determined that an adjustment is not warranted. Perfect sets of comparables that vary in a single, identifiable respect are rarely found. Paired data analysis is a tool that an appraiser can apply to market data in some circumstances. When used in conjunction with other analytical tools, this type of analysis supports and guides the appraisers judgement.

In the selection of the comparable sales the appraiser, under the guidance of the Appraisal Practise Board (APB), recognized the need to identify sales by their elements of comparison divided into Location, Economic, Legal and Physical Aspects. Not all differences necessitate adjusting. The appraiser's role in this process is to identify through the study and experience with this market, the participants identified markers, as to what is or is not relevant to the price they paid for comparable properties.

After consideration of all the market factors the opinion of Market Value for the subject is reasonably supported at: \$600,000 with a Marketing and Exposure time of Less than 3 Months.

Final Reconciliation

The Sales Comparison Approach is the preferred method for valuing a condominium. The Cost Approach is not applicable as the condominium unit is owned "paint to paint" and the buildings are owned by all the owners along with the land. The subject is located in an area of primary residences with some rentals, rental data is not readily available and the Income approach has not been developed.

In determining a final value opinion, the indicated adjustments were derived from research and analysis of relevant market data from within the Subject's marketing area, as well as local real estate markets. All sales were chosen from among others viewed and under consideration. They are considered to be the best available in arriving at an opinion of value for the Subject property, as of the effective date of this appraisal.

The opinion of comparability of styles and locations is based on experience, knowledge of local marketing areas, and discussion with market participants. Any other variations, such as GLA, condition, utility, etc., would be adjusted when and where it was warranted in the opinion of the appraiser, as shown in the Sales Grid. These properties were the best available sales in the local market area considered as the best available indicators of market value for the Subject property.

During the reconciliation of the Sales Comparison approach most weight was given to Sale1 which is in the same project as the subject. It is considered to be the superior indicator for an opinion of market value in the opinion of the appraiser. Sales 2 & 3 were considered as support for the overall range of value presented by the Comparable Sales. Please also see comps

ADDENDUM

Borrower: Robert Buersmeyer	File No.: 3562					
Property Address: 214 Pinewood Ln		case No.:	—			
City: Ketchum Lender: Washington Federal	State: ID	Zip: 83340				
4 & 5 which lend further support to the Reconciliation of Value for the Sal	es Comparison A	Approach				
It is my opinion that the subject property located at 214 Pinewood Ln Unit A2, Ketchum ID; Market Value as of 02/05/2024 is \$600,000 in as-is condition.						
\$600,000 iii as-is condition.						

WOOD RIVER APPRAISAL SERVICES LLC

Market Conditions Addendum to the Appraisal Report File No. 3562

The purpose of this addendum is to provide the lender/client with		understanding of the	market trends and con-	ditions prevalent in	the subject neighbo	rhood. Ti	nis is a required
addendum for all appraisal reports with an effective date on or all Property Address 214 Pinewood Ln	tter April 1, 2009.	City Ketcl	num		State ID Zip Co	ode 833	340
Borrower Robert Buersmeyer		o.,, 11010.			2.50		
Instructions: The appraiser must use the information require	ed on this form as the I	basis for his/her concl	usions, and must provi	de support for thos	e conclusions, regar	ding hou	sing trends and
overall market conditions as reported in the Neighborhood section							
analysis as indicated below. If any required data is unavailable							
provide data for the shaded areas below; if it is available, however			-			_	
median, the appraiser should report the available figure and ident that would be used by a prospective buyer of the subject prope		-					
Inventory Analysis	Prior 7-12 Months	Prior 4-6 Months	Current - 3 Months	s seasonal markets	Overall Trend	IOI ECIOSI	ires, etc.
Total # of Comparable Sales (Settled)	1	5	2	Increasing	Stable	X	Declining
Absorption Rate (Total Sales/Months)	0.17	1.67	0.67	Increasing	X Stable		Declining
Total # of Comparable Active Listings	0	1	3	Declining	X Stable		Increasing
Months of Housing Supply (Total Listings/Ab.Rate)	0.00	0.60	4.48	Declining	X Stable		Increasing
Median Sale & List Price, DOM, Sale/List %	Prior 7-12 Months	Prior 4-6 Months	Current - 3 Months	<u> </u>	Overall Trend		- " '
Median Comparable Sale Price	576,330	599,000 34	627,000 36	Increasing	X Stable X Stable		Declining
Median Comparable Sales Days on Market Median Comparable List Price	23	550,000	595,000	Declining Increasing	X Stable		Increasing Declining
Median Comparable List Fried Median Comparable Listings Days on Market	0	0	33	Declining	X Stable		Increasing
Median Sale Price as % of List Price	97.85%	100.00%	99.52%	Increasing	X Stable	=	Declining
Seller-(developer, builder, etc.)paid financial assistance prevaler				Declining	X Stable		Increasing
Explain in detail the seller concessions trends for the past 12 m			rom 3% to 5%, increas	ing use of buydow	ns, closing costs, co	ondo fees	s, options, etc.).
Are foreclosure sales (REO sales) a factor in the market? Distressed sales (REO's) or (Short Sales) are Cite data sources for above information. Sun Valley Boal	e not a notable	factor currently	the trends in listings ar		ed properties).		
Summarize the above information as support for your conclust pending sales and/or expired and withdrawn listings, to formulate There have been 8 closed sales in the past 1 listing and 2 pending sales that compete with comparable listing days on market does not a the days on market is calculated from the new	e your conclusions, pro 2 months that do the subject. Su accurately reflec	ovide both an explanal lirectly compete upply and dema ct the actual list	ion and support for you with the subject nd are not in bal ing period, if a li	or conclusions. It property. Cullance there is sting has exp	rrently there a a shortage. T ired or withdra	re 3 ao he me wn an	ctive dian
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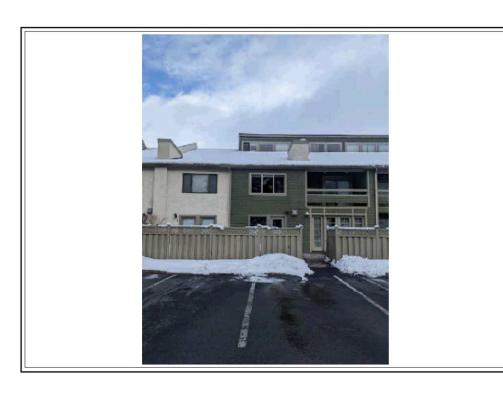
COMPARABLE PROPERTY PHOTO ADDENDUM

Borrower: Robert Buersmeyer	File N	lo.: 3562
Property Address: 214 Pinewood Ln	Case	No.:
City: Ketchum	State: ID	Zip: 83340
Lender: Washington Federal		· ·



COMPARABLE SALE #1

214 Pinewood Ln D2, Ketchum, ID 83340 Sale Date: s09/23;c08/23 Sale Price: \$ 599,000



COMPARABLE SALE #2

280 S 3rd Ave 8, Ketchum, ID 83340 Sale Date: s02/24;c01/24 Sale Price: \$ 649,000



COMPARABLE SALE #3

120 Richie Dr 10, Ketchum, ID 83340 Sale Date: s04/23;c04/23 Sale Price: \$ 630,000

COMPARABLE PROPERTY PHOTO ADDENDUM

Borrower: Robert Buersmeyer	File No.: 3562		
Property Address: 214 Pinewood Ln	Case No.:		
City: Ketchum	State: ID	Zip: 83340	
Lender: Washington Federal		*	



COMPARABLE SALE #4

239 Pinewood Ln C9, Ketchum, ID 83340 Sale Date: c12/23 Sale Price: \$ 625,000



COMPARABLE SALE #5

222 Pinewood Ln C5, Ketchum, ID 83340 Sale Date: Active Sale Price: \$ 685,000

COMPARABLE SALE #6

Sale Date: Sale Price: \$

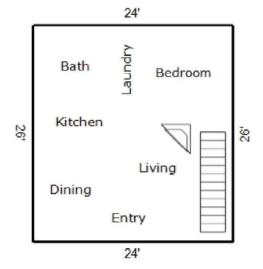
FLOORPLAN SKETCH

Borrower: Robert Buersmeyer File No.: 3562
Property Address: 214 Pinewood Ln
City: Ketchum State: ID Zip: 83340
Lender: Washington Federal

Sketch

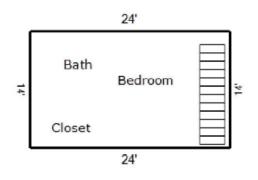
1st Floor

[Area: 624 ft²]



Second Floor

[Area: 336 ft²]



10 ft

Living Area	Ar	ea Calculation				
1st Floor	624.00 ft² 1s	t Floor			x 1	.00 = 624.00 ft
Second Floor	336.00 ft² ∆		24' x	26' x	0.50 =	312.00 ft²
	Δ		24' x	26' x	0.50 =	312.00 ft ²
	Se	cond Floor			x 1	.00 = 336.00 ft ²
	Δ		14' x	24° x	0.50 =	168 ft²
Total Living Area (rounded):	960 ft ² ∆		14° x	24' x	0.50 =	168.00 ft ²

PLAT MAP

Borrower: Robert Buersmeyer
Property Address: 214 Pinewood Ln
City: Ketchum
Lender: Washington Federal File No.: 3562 Case No.: State: ID Zip: 83340 PARKSIDE VILLAGE SHEET LOT 3

LOCATION MAP

 Borrower: Robert Buersmeyer
 File No.: 3562

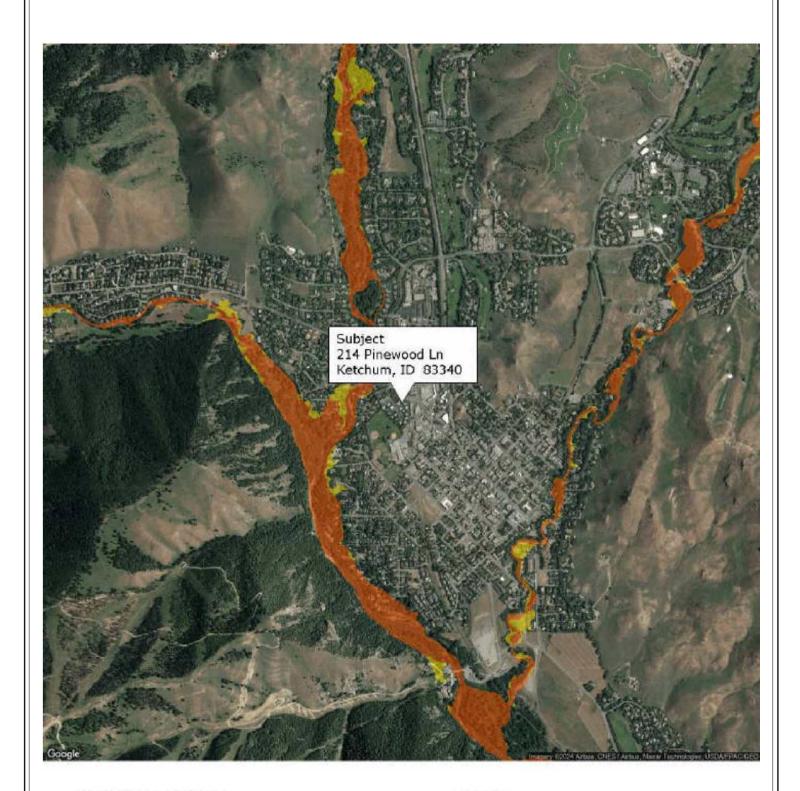
 Property Address: 214 Pinewood Ln
 Case No.:

 City: Ketchum
 State: ID
 Zip: 83340

Lender: Washington Federal 214 Pinewood Ln D2, Ketchum, ID 83340 0.01 miles NE Subject 214 Pinewood Ln Comparable Sale 3 A2 Ketchum, ID 83340 120 Richie Dr 10, Ketchum, ID 83340 1.60 miles NW Comparable Sale 2 280 S 3rd Ave 8, Ketchum, ID 83340 0.79 miles SE Dlympic/Lane cuntain Lockout Boy Mayday Mayday Bowl ef) BOW mergency Services St. Luke's Wood Ri arout Bowl Vgra Bowl

FLOOD MAP

Borrower: Robert Buersmeyer	File No.: 3562		
Property Address: 214 Pinewood Ln	Case	e No.:	
City: Ketchum	State: ID	Zip: 83340	
Lender: Washington Federal			



FLOOD INFORMATION

Community: CITY OF KETCHUM

Property is NOT in a FEMA Special Flood Hazard Area

Map Number: 16013C0461E

Panel: 16013C0461

Zone: X

Map Date: 11-26-2010

FIP5: 16013

Source: FEMA DFIRM

LEGEND

= Forest



= Water

Sky Flood™

No representations or warranties to any party concerning the content, accuracy or completeness of this flood report, including any warranty of merchantability or fitness for a particular purpose is implied or provided. Visual scaling factors differ between map layers and are separate from flood zone information at marker location. No liability is accepted to any third party for any use or misuse of this flood map or its data.

LICENSE

Borrower: Robert Buersmeyer	LICENSE	No.: 3562
Property Address: 214 Pinewood Ln		e No.:
City: Ketchum	State: ID	Zip: 83340
Lender: Washington Federal		•
		Zip: 83340
	Division of Occupational and Professional Licenses Department of Self Governing Agencies The person named has met the requirements for licensure and is entitled under the laws and rules of the State of Idaho to operate as a(n) CERTIFIED RESIDENTIAL APPRAISER	
	KIM WILLOWS-MUNRO PO BOX 4093 KETCHUM ID 83340	
	Russell S. Barron CRA-2279 05/21/202- Division Admin Number Expires	κ.

AERIAL MAP

 Borrower: Robert Buersmeyer
 File No.: 3562

 Property Address: 214 Pinewood Ln
 Case No.:

 City: Ketchum
 State: ID
 Zip: 83340

Lender: Washington Federal

High Altitude Fitness Hemingway/ Northwood Natural Area Presbyterian Church of the Big Wood Ketchum, ID 83340 Knob HIII Natural Area Ernest Hemingway STEAM School Atkinson Park Forest Service Parl

USPAP ADDENDUM

File No. 3562

 Borrower: Robert Buersmeyer	
Property Address: 214 Pinewood Ln	
City: Ketchum County: Blaine	State: ID Zip Code: 83340
Lender: Washington Federal	
APPRAISAL AND REPORT IDENTIFICATION	
This report was prepared under the following USPAP reporting	ng option:
X Appraisal Report A written report prepared under St	tandards Rule 2-2(a).
Restricted Appraisal Report A written report prepared under Si	tandards Rule 2-2(b).
Reasonable Exposure Time	Linday 2 Mantha
My opinion of a reasonable exposure time for the subject property at the market	et value stated in this report is: Officer 3 Months
Additional Certifications	
X I have performed NO services, as an appraiser or in any other capacity, r period immediately preceding acceptance of this assignment.	egarding the property that is the subject of this report within the three-year
ported miniodiatory proceding decopration of this designment.	
☐ I HAVE performed services, as an appraiser or in another capacity, rega	
period immediately preceding acceptance of this assignment. Those servi	ces are described in the comments below.
Additional Comments	
APPRAISER:	SUPERVISORY APPRAISER (only if required):
	Signature: Kumunoo
Signature:	Signature: KUMunto
Name: Kim Willows-Munro	Name:
Date Signed: 02/09/2024	Date Signed: 02/09/2024
State Certification #: CRA-2279	State Certification #:
or State License #: State #:	or State License #: State:
State: ID	Expiration Date of Certification or License:
Expiration Date of Certification or License: 05/21/2024	Supervisory Appraiser inspection of Subject Property:
Effective Date of Appraisal: 02/05/2024	☐ Did Not ☐ Exterior-only from street ☐ Interior and Exterior



City of Ketchum

CITY COUNCIL MEETING AGENDA MEMO

Meeting Date:	February 20, 2024	Staff Member/Dept:	Bill McLaughlin, Fire Department
Agenda Item:	Motion to Appoint Counc	il representative to Fire J	PA committee.
Recommended M	otion:		
I move to appoint		as the Ketchum City Cou	ncil representative to the Fire JPA Committee.

Reasons for Recommendation:

• We anticipate starting work on finalizing the JPA and developing funding guidelines within the next two weeks.

Policy Analysis and Background (non-consent items only):

The proposal is to form a fire authority, tentatively labelled the "Blaine County Fire Rescue Authority" with the ultimate goal of forming a new fire district. The authority would:

- Provide fire suppression, fire prevention, EMS, and rescue to the participating cities and fire districts, and EMS to all the county under contract.
- Employ, train and supervise all fire and EMS response personnel.
- Maintain all facilities and equipment.

We are targeting a start date of October 1, 2024, to "go live". To meet that target, we have identified a series of critical steps in the interim. These are necessary to allow for revising contracts and agreements and organizing administration of the new agency. To achieve that goal, we would need to meet the following deadlines:

- Approval of a JPA document by April
- Appointment of JPA board members by April
- Presentation of a budget request to the Ambulance District by May
- Negotiating plan review and inspection fee and funding agreements
- Presentation of funding requests to the cities and fire districts in spring/early summer
- Advertising and hiring the Fire Chief, preferably before September
- Negotiation of a new Collective Bargaining Agreement before October 1
- Appointing other administrative positions (Assistant Chief, etc.) before October 1

There are a number of decisions to be made to sign the JPA. They include:

- JPA Board composition
- Level of Service determination
- Plan reviews, inspections, and enforcement of codes

Sustainability Impact:		
None.		

Financial Impact:

None OR Adequate funds	No immediate financial impact. Financial participation in the JPA would be based on
exist in account:	historical funding of the city's fire department and results of upcoming labor
	negotiations session.

Attachments:

1. None